

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 211/0049A/09	PAGE 1 OF 25
2. CONTRACT NO. GS-10F-0287R	3. AWARD/EFFECTIVE DATE SEP 29, 2009	4. ORDER NUMBER HHM402-09-F-0658	5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL: a. NAME Michelle Crecca michelle.crecca@dodils.ic.gov			5. TELEPHONE NUMBER (No collect calls) 703-807-0579		8. OFFER DUE DATE/LOCAL TIME
9. ISSUED BY Virginia Contracting Activity ATTN: AE-2 Bolling AFB, Bldg. 6000 Washington DC 20340-5100			10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: _____ SIZE STANDARD: _____		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK 18 MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING
18. DELIVER TO See Schedule			14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
17a. CONTRACTOR OFFEROR SOS INTERNATIONAL LTD. 1900 CAMPUS COMMONS DRIVE #250 CAGE: 48XC4 RESTON VA 201911561			18a. PAYMENT WILL BE MADE BY NSA Finance and Accounting Office P.O. Box 1685; ATTN: DF2111 Ft. George G. Meade MD 20755-8856		
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			19. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
Please	see continuation page for line item details.				
(Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See Schedule				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$15,036,580.52	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED					
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____		
30a. SIGNATURE OF OFFEROR/CONTRACTOR Luke C. Pingel, Manager of Contracts			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		
30b. NAME AND TITLE OF SIGNER (Type or print) 		30c. DATE SIGNED 9/30/2009	31b. NAME OF CONTRACTING OFFICER (Type or print) Will Brice (703) 807-0284		31c. DATE SIGNED 9/30/2009

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 CFR) 53.212

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0001	<p>This requirement is a Firm Fixed Price level-of-effort order with cost-reimbursement items where indicated. The contractor shall provide the services described below and in the attached Statement of Work, dated 14 August 2009, at the fixed labor rates set forth herein. The Contract Security Specification Classification, DD254, Attachment A, is applicable to this order and is incorporated.</p> <p>This requirement is subject to the terms and conditions of GSA contract GS-10F-0297R. Additional terms and conditions are attached. The following are incorporated by reference:</p> <ul style="list-style-type: none"> -Status of Forces Agreement with the Republic of Iraq -52.204-9 Personal Identity Verification of Contractor Personnel (Sep 2007) -52.222-50 Combating Trafficking in Persons (Feb 2009) -52.232-18 Availability of Funds (Apr 1984) -52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984) -252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside The United States (Jul 2009) -252.225-7043 AntiTerrorism/Force Protection Policy for Defense Contractors Outside the United States (MAR 2006) -252-209-7004 Subcontracting with Firms That Are Owned or Controlled by the government of a Terrorist Country (Dec 2006) <p>The contractor shall use the Synchronized PreDeployment Operations Tracker (SPOT) program to authorize issuance of contractor personnel Letters Of Authorization (LOA) which are required in the CENTCOM Area of Operations.</p> <p>Invoicing Procedures are listed in SOW paragraph 10.</p> <p>The Small Business Subcontracting Plan is due within five days of award notification.</p> <p>Within two weeks after award, the Contractor will submit a 90 day - Transition Plan detailing how it will transition current incumbent linguists and hire new linguists to meet the contract requirements.</p> <p>The COR for this order is Phyllis Rowe 202-231-7612 and the Contracting Officer is Michelle Crecca 703-907-0579</p> <p>Periods of performance: Base Year: 9/29/2009 - 9/25/2010 Option One: 9/26/2010 - 3/25/2011 Option Two: 3/26/2011 - 9/25/2011 Option Three: 9/26/2011 - 3/25/2012 Option Four: 3/26/2012 - 9/25/2012 Option Five: 9/26/2012 - 3/25/2013 Option Six: 3/26/2013 - 9/25/2013 Option Seven: 9/26/2013 - 3/25/2014 Option Eight: 3/26/2014 - 9/25/2014</p> <p>Direct Labor Pre-Deployment Training 50 linguists x 6 weeks x hourly rate \$24.68</p> <p>Accounting and Appropriation Data: ACRN: AA 9790100.4400 1092A9 25000 S49205 1SG2 F2C196G1 1403 610000 \$296,160.00 Period of Performance: 09/29/2009 to 09/25/2010</p>	1.00	LO	NTE 296,160.00	NTE 296,160.00
0002	<p>Direct Labor - Iraq Iraq 25 Deployed Linguists: 15 Iraqi Arabic x hourly rate \$31.02</p>	1.00	LO	NTE 2,763,870.00	NTE 2,763,870.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0003	5 Kurdish Sorani x hourly rate \$31.13 2 Kurdish Bahdinani x hourly rate \$31.13 3 Persian Farsi x hourly rate \$33.40 Accounting and Appropriation Data: ACRN: AA 9790100.4400 1092A9 25000 S49205 1SG2 F2C196G1 1403 610000 \$2,763,870.00 Period of Performance: 09/29/2009 to 09/25/2010	0.00	LO	NTE 3,548,109.60	NTE 0.00
0003AA	Direct Labor -Afghanistan NTE \$3,548,109.6 NOT SEPERATELY PRICED Afghanistan 25 Deployed Linguists: 4 Pashto/Dari.Urdu/Farsi x hourly rate \$45.97 2 Waziri/Pashto x hourly rate \$45.97 4 Pashto/Farsi x hourly rate \$41.02 2 Pashto/Farsi/Dari x hourly rate \$42.01 4 Pashto/Dari x hourly rate \$37.06 5 Farsi/Dari x hourly rate \$37.06 2 Kabuli/Pashto x hourly rate \$37.06 2 Kandahari/Pashto x hourly rate \$37.06 Period of Performance: 09/29/2009 to 09/25/2010	1.00	LO	NTE 375,000.00	NTE 375,000.00
0003AB	Direct Labor- Afghanistan Accounting and Appropriation Data: ACRN: AA 9790100.4400 1092A9 25000 S49205 1SG2 F2C196G1 1403 610000 \$375,000.00 Period of Performance: 09/29/2009 to 09/25/2010	1.00	LO	NTE 3,173,109.00	NTE 3,173,109.00
0004	Travel (cost-reimbursement - no fee) NTE \$18,000 NOT SEPERATELY PRICED Pre-Deployment & Deployment (Per Diem, airfare and other authorized expenses to be reimbursed by the government in accordance with the JTRs) Period of Performance: 09/29/2009 to 09/25/2010	0.00	LO	NTE 18,000.00	NTE 0.00
0004AA	Travel Accounting and Appropriation Data: ACRN: AA 9790100.4400 1092A9 25000 S49205 1SG2 F2C196G1 1403 610000 \$18,000.00 Period of Performance: 09/29/2009 to 09/25/2010	1.00	LO	NTE 18,000.00	NTE 18,000.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0005	Other Direct Costs (cost-reimbursement - no fee) NTE \$3,919,168 NOT SEPERATELY PRICED Meals: \$ 140,458.50 (25% of deployed linguists) (Rates for meals shall not exceed authorized allowances) DBA: \$ 432,253.96 Hazard/Post Diff: \$1,673,227.77 Period of Performance: 09/29/2009 to 09/25/2010	0.00	LO	NTE 3,919,168.00	NTE 0.00
0005AA	Other Direct Costs Accounting and Appropriation Data: ACRN: AA 9790100.4400 1092A9 25000 S49205 1SG2 F2C196G1 1403 610000 \$1,480,731.00 Period of Performance: 09/29/2009 to 09/25/2010	1.00	LO	NTE 1,480,731.00	NTE 1,480,731.00
0005AB	Other Direct Costs Accounting and Appropriation Data: ACRN: AA 9790100.4400 1092A9 25000 S49205 1SG2 F2C196G1 1403 610000 \$2,204,130.00 Period of Performance: 09/29/2009 to 09/25/2010	1.00	LO	NTE 2,204,130.00	NTE 2,204,130.00
0005AC	Other Direct Costs Accounting and Appropriation Data: ACRN: AB 9790100.4400 1092A9 25100 S49205 WBXX 31C110T1 6851 610000 \$234,307.00 Period of Performance: 09/29/2009 to 09/25/2010	1.00	LO	NTE 234,307.00	NTE 234,307.00
0006	OPTIONAL CLIN: Surge Labor Direct Labor - Not To Exceed \$500,000 NOT SEPERATELY PRICED Pre-Deployment Training hourly rate: \$24.68 THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer. Accounting and Appropriation Data: ACRN: AB 9790100.4400 1092A9 25100 S49205 WBXX 31C110T1 6851 610000 \$0.00 Period of Performance: 09/29/2009 to 09/25/2010	0.00	LO	NTE 500,000.00	NTE 0.00
0006AA	OPTIONAL CLIN: Surge Labor Direct Labor Pre-Deployment Training	1.00	LO	NTE 142,156.00	NTE 142,156.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0007	<p>hourly rate: \$24.68 (Up to 24 linguists x 240 hours x \$24.68 = \$142,156 -</p> <p>These funds are an estimate of near term linguist requirements only. The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Accounting and Appropriation Data: ACRN: AB 9790100.4400 1092A9 25100 S49205 WBXX 31C110T1 6851 610000 \$142,156.00 Period of Performance: 09/29/2009 to 09/25/2010</p> <p>OPTIONAL CLIN: Surge - Direct Labor - Iraq NTE \$3,950,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Iraq Deployed Linguists: Iraqi Arabic x hourly rate \$31.02 Kurdish Sorani x hourly rate \$31.13 Kurdish Bahdinani x hourly rate \$31.13 Persian Farsi x hourly rate \$33.40</p> <p>Period of Performance: 09/29/2009 to 09/25/2010</p>	0.00	LO	NTE 3,950,000.00	NTE 0.00
0008	<p>OPTIONAL CLIN: Surge - Direct Labor -Afghanistan NTE \$8,000,000 NOT SEPERATELY PRICED THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Afghanistan Deployed Linguists: Pashto/Dari,Urdu/Farsi x hourly rate \$45.97 Waziri/Pashto x hourly rate \$45.97 Pashto/Farsi x hourly rate \$41.02 Pashto/Farsi/Dari x hourly rate \$42.01 Pashto/Dari x hourly rate \$37.06 Farsi/Dari x hourly rate \$37.06 Kabuli/Pashto x hourly rate \$37.06 Kandahari/Pashto x hourly rate \$37.06</p> <p>Period of Performance: 09/29/2009 to 09/25/2010</p>	0.00	LO	NTE 8,000,000.00	NTE 0.00
0008AA	<p>Direct Labor -Afghanistan</p> <p>Surge Labor - Up to 24 Linguists for Afghanistan</p> <p>These funds are an estimate of near term linguist requirements only. The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified as set forth via contract modification issued in writing by the Contracting Officer.</p>	1.00	LO	NTE 1,452,800.00	NTE 1,452,800.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0008AB	<p>Accounting and Appropriation Data: ACRN: AC 9790100.4400 1092A9 25100 S49205 WSGX 31C110T1 6851 610000 \$1,452,800.00 Period of Performance: 09/29/2009 to 09/25/2010</p> <p>Surge - Direct Labor - Afghanistan Surge Labor - Up to 24 Linguists for Afghanistan</p> <p>These funds are an estimate of near term linguist requirements only. The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified as set forth via contract modification issued in writing by the Contracting Officer.</p>	1.00	LO	NTE 711,179.65	NTE 711,179.65
0008AC	<p>Accounting and Appropriation Data: ACRN: AB 9790100.4400 1092A9 25100 S49205 WBXX 31C110T1 6851 610000 \$711,179.65 Period of Performance: 09/29/2009 to 09/25/2010</p> <p>Surge - Direct Labor - Afghanistan Surge Labor - Up to 24 Linguists for Afghanistan</p> <p>These funds are an estimate of near term linguist requirements only. The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified as set forth via contract modification issued in writing by the Contracting Officer.</p>	1.00	LO	NTE 973,964.67	NTE 973,964.67
0009	<p>Accounting and Appropriation Data: ACRN: AD 9790100.4400 1092A9 25100 S49205 WSG2 31C110T1 6851 610000 \$973,964.67 Period of Performance: 09/29/2009 to 09/25/2010</p> <p>OPTIONAL CLIN: Surge - Other Direct Costs - Travel NTE \$50,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p>	0.00	LO	NTE 50,000.00	NTE 0.00
0010	<p>Pre-Deployment & Deployment (Per Diem, airfare and other authorized expenses to be reimbursed by the government in accordance with the JTRs)</p> <p>Period of Performance: 09/29/2009 to 09/25/2010</p> <p>OPTIONAL CLIN: Surge - Other Direct Costs (cost-reimbursement - no fee) NTE 2,500,000 NOT SEPERATELY PRICED</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS</p>	0.00	LO	NTE 2,500,000.00	NTE 0.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0010AA	<p>(FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Meals (Rates for meals shall not exceed authorized allowances) DBA Other</p> <p>Period of Performance: 09/29/2009 to 09/25/2010</p> <p>Other Direct Costs Surge Labor - Up to 24 Linguists for Afghanistan</p> <p>These funds are an estimate of near term linguist ODC requirements only. The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Accounting and Appropriation Data: ACRN: AB 9790100.4400 1092A9 25100 S49205 WBXX 31C110T1 6851 610000 \$357,873.20 Period of Performance: 09/29/2009 to 09/25/2010</p>	1.00	LO	NTE 357,873.20	NTE 357,873.20
0010AB	<p>Other Direct Costs Surge Labor - Up to 24 Linguists for Afghanistan</p> <p>These funds are an estimate of near term linguist ODC requirements only. The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Accounting and Appropriation Data: ACRN: AE 9790100.4400 1092A9 25100 S49205 1CXX F3C110G1 1066 610000 \$800,000.00 Period of Performance: 09/29/2009 to 09/25/2010</p>	1.00	LO	NTE 800,000.00	NTE 800,000.00
0010AC	<p>Other Direct Costs Surge Labor - Up to 24 Linguists for Afghanistan</p> <p>These funds are an estimate of near term linguist ODC requirements only. The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Accounting and Appropriation Data: ACRN: AD 9790100.4400 1092A9 25100 S49205 WSG2 31C110T1 6851 610000 \$53,300.00 Period of Performance: 09/29/2009 to 09/25/2010</p>	1.00	LO	NTE 53,300.00	NTE 53,300.00
1001	Direct Labor	1.00	LO	NTE 33,192.00	NTE/OPT 33,192.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
1002	Pre-Deployment Training 6 linguists x 6 weeks x hourly rate \$23.05 Period of Performance: 09/26/2010 to 03/25/2011 Direct Labor - Iraq Iraq 25 Deployed Linguists: 15 Iraqi Arabic x hourly rate \$31.79 5 Kurdish Sorani x hourly rate \$31.90 2 Kurdish Bahdinani x hourly rate \$31.90 3 Persian Farsi x hourly rate \$34.24 Period of Performance: 09/26/2010 to 03/25/2011	1.00	LO	NTE 1,618,585.92	NTE/OPT 1,618,585.92
1003	Direct Labor -Afghanistan Afghanistan 25 Deployed Linguists: 4 Pashto/Dari.Urdu/Farsi x hourly rate \$47.17 2 Waziri/Pashto x hourly rate \$47.17 4 Pashto/Farsi x hourly rate \$42.07 2 Pashto/Farsi/Dari x hourly rate \$43.09 4 Pashto/Dari x hourly rate \$37.99 5 Farsi/Dari x hourly rate \$37.99 2 Kabul/Pashto x hourly rate \$37.99 2 Kandahari/Pashto x hourly rate \$37.99 Period of Performance: 09/26/2010 to 03/25/2011	1.00	LO	NTE 2,079,201.60	NTE/OPT 2,079,201.60
1004	Travel Pre-Deployment & Deployment (Per Diem, airfare and other authorized expenses to be reimbursed by the government in accordance with the JTRs) Period of Performance: 09/26/2010 to 03/25/2011	1.00	LO	NTE 12,240.00	NTE/OPT 12,240.00
1005	Other Direct Costs (cost-reimbursement - no fee) Meals: \$82,699.86 (25% of deployed linguists) (Rates for meals shall not exceed authorized allowances) DBA: \$ 254,412.33 Hazard/post differential: \$1,974,479.92 Other: _____ Period of Performance: 09/26/2010 to 03/25/2011	1.00	LO	NTE 2,311,562.11	NTE/OPT 2,311,562.11
1006	OPTIONAL CLIN: Surge Labor Direct Labor - Not To Exceed \$500,000 Pre-Deployment Training hourly rate: \$23.05 THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer. Period of Performance: 09/26/2010 to 03/25/2011	1.00	LO	NTE 250,000.00	NTE/OPT 250,000.00
1007	OPTIONAL CLIN: Surge - Direct Labor - Iraq NTE \$1,975,000 THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed	1.00	LO	NTE 1,975,000.00	NTE/OPT 1,975,000.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
1008	<p>against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Iraq Deployed Linguists: Iraqi Arabic x hourly rate \$31.79 Kurdish Sorani x hourly rate \$31.90 Kurdish Bahdinani x hourly rate \$31.90 Persian Farsi x hourly rate \$34.24</p> <p>Period of Performance: 09/26/2010 to 03/25/2011</p> <p>OPTIONAL CLIN: Surge- Direct Labor -Afghanistan</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Afghanistan Deployed Linguists: Pashto/Dari.Urdu/Farsi x hourly rate \$47.17 Waziri/Pashto x hourly rate \$47.17 Pashto/Farsi x hourly rate \$42.07 Pashto/Farsi/Dari x hourly rate \$43.09 Pashto/Dari x hourly rate \$37.99 Farsi/Dari x hourly rate \$37.99 Kabuli/Pashto x hourly rate \$37.99 Kandahari/Pashto x hourly rate \$37.06</p> <p>Period of Performance: 09/26/2010 to 03/25/2011</p>	1.00	LO	NTE 5,000,000.00	NTE/OPT 5,000,000.00
1009	<p>OPTIONAL CLIN: Surge - Other Direct Costs - Travel NTE \$25,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Pre-Deployment & Deployment (Per Diem, airfare and other authorized expenses to be reimbursed by the government in accordance with the JTRs)</p> <p>Period of Performance: 09/26/2010 to 03/25/2011</p>	1.00	LO	NTE 25,000.00	NTE/OPT 25,000.00
1010	<p>OPTIONAL CLIN: Surge - Other Direct Costs (cost-reimbursement - no fee) NTE 250,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Meals (Rates for meals shall not exceed authorized allowances) DBA</p>	1.00	LO	NTE 250,000.00	NTE/OPT 250,000.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
2001	Other Period of Performance: 09/26/2009 to 03/25/2011 Direct Labor Pre-Deployment Training 6 linguists x 6 weeks x hourly rate \$23.74	1.00	LO	NTE 33,192.00	NTE/OPT 33,192.00
2002	Period of Performance: 03/26/2011 to 09/25/2011 Direct Labor - Iraq Iraq 25 Deployed Linguists: 15 Iraqi Arabic x hourly rate \$31.79 5 Kurdish Sorani x hourly rate \$31.90 2 Kurdish Bahdinani x hourly rate \$31.90 3 Persian Farsi x hourly rate \$34.24	1.00	LO	NTE 1,618,585.92	NTE/OPT 1,618,585.92
2003	Period of Performance: 03/26/2011 to 09/25/2011 Direct Labor - Afghanistan Afghanistan 25 Deployed Linguists: 4 Pashto/Dari,Urdu/Farsi x hourly rate \$47.17 2 Waziri/Pashto x hourly rate \$47.17 4 Pashto/Farsi x hourly rate \$42.07 2 Pashto/Farsi/Dari x hourly rate \$43.09 4 Pashto/Dari x hourly rate \$37.99 5 Farsi/Dari x hourly rate \$37.99 2 Kabul/Pashto x hourly rate \$37.99 2 Kandahari/Pashto x hourly rate \$37.99	1.00	LO	NTE 2,079,201.60	NTE/OPT 2,079,201.60
2004	Period of Performance: 03/26/2011 to 09/25/2011 Travel Pre-Deployment & Deployment (Per Diem, airfare and other authorized expenses to be reimbursed by the government in accordance with the JTRs)	1.00	LO	NTE 12,480.00	NTE/OPT 12,480.00
2005	Period of Performance: 03/26/2011 to 09/25/2011 Other Direct Costs (cost-reimbursement - no fee) Meals: \$ \$82,699.86 (25% of deployed linguists) (Rates for meals shall not exceed authorized allowances) DBA: \$ 254,412.33 Hazard/post differential: \$1,974,479.92 Other: _____	1.00	LO	NTE 2,311,562.11	NTE/OPT 2,311,562.11
2006	Period of Performance: 03/26/2011 to 09/25/2011 OPTIONAL CLIN: Surge Labor Direct Labor - Not To Exceed \$500,000 Pre-Deployment Training hourly rate: \$23.05 THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer. Period of Performance: 03/26/2011 to 09/25/2011	1.00	LO	NTE 250,000.00	NTE/OPT 250,000.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
2007	<p>OPTIONAL CLIN: Surge - Direct Labor - Iraq NTE \$1,975,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Iraq Deployed Linguists: Iraqi Arabic x hourly rate \$31.79 Kurdish Sorani x hourly rate \$31.90 Kurdish Bahdinani x hourly rate \$31.90 Persian Farsi x hourly rate \$34.24</p> <p>Period of Performance: 03/26/2011 to 09/25/2011</p>	1.00	LO	NTE 1,975,000.00	NTE/OPT 1,975,000.00
2008	<p>OPTIONAL CLIN: Surge- Direct Labor -Afghanistan NTE: \$5,000,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Afghanistan Deployed Linguists: Pashto/Dari,Urdu/Farsi x hourly rate \$47.17 Waziri/Pashto x hourly rate \$47.17 Pashto/Farsi x hourly rate \$42.07 Pashto/Farsi/Dari x hourly rate \$43.09 Pashto/Dari x hourly rate \$37.99 Farsi/Dari x hourly rate \$37.99 Kabuli/Pashto x hourly rate \$37.99 Kandahari/Pashto x hourly rate \$37.06</p> <p>Period of Performance: 03/26/2011 to 09/25/2011</p>	1.00	LO	NTE 5,000,000.00	NTE/OPT 5,000,000.00
2009	<p>OPTIONAL CLIN: Surge - Other Direct Costs - Travel NTE \$25,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Pre-Deployment & Deployment (Per Diem, airfare and other authorized expenses to be reimbursed by the government in accordance with the JTRs)</p> <p>Period of Performance: 03/26/2011 to 09/25/2011</p>	1.00	LO	NTE 25,000.00	NTE/OPT 25,000.00
2010	<p>OPTIONAL CLIN: Surge - Other Direct Costs (cost-reimbursement - no fee) NTE 250,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language</p>	1.00	LO	NTE 250,000.00	NTE/OPT 250,000.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
3001	<p>mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Meals (Rates for meals shall not exceed authorized allowances) DBA Other</p> <p>Period of Performance: 03/26/2011 to 09/25/2011</p> <p>Direct Labor Pre-Deployment Training 6 linguists x 6 weeks x hourly rate \$23.74</p>	1.00	LO	NTE 34,187.76	NTE/OPT 34,187.76
3002	<p>Period of Performance: 09/26/2011 to 03/25/2012</p> <p>Direct Labor - Iraq Iraq 25 Deployed Linguists: 15 Iraqi Arabic x hourly rate \$32.74 5 Kurdish Sorani x hourly rate \$32.86 2 Kurdish Bahdinani x hourly rate \$32.86 3 Persian Farsi x hourly rate \$35.27</p>	1.00	LO	NTE 1,667,143.50	NTE/OPT 1,667,143.50
3003	<p>Period of Performance: 09/26/2011 to 03/25/2012</p> <p>Direct Labor - Afghanistan Afghanistan 25 Deployed Linguists: 4 Pashto/Dari Urdu/Farsi x hourly rate \$48.59 2 Waziri/Pashto x hourly rate \$48.59 4 Pashto/Farsi x hourly rate \$43.33 2 Pashto/Farsi/Dari x hourly rate \$44.38 4 Pashto/Dari x hourly rate \$39.13 5 Farsi/Dari x hourly rate \$39.13 2 Kabuli/Pashto x hourly rate \$39.13 2 Kandahari/Pashto x hourly rate \$39.13</p>	1.00	LO	NTE 2,141,577.65	NTE/OPT 2,141,577.65
3004	<p>Period of Performance: 09/26/2011 to 03/25/2012</p> <p>Travel Pre-Deployment & Deployment (Per Diem, airfare and other authorized expenses to be reimbursed by the government in accordance with the JTRs)</p>	1.00	LO	NTE 12,729.60	NTE/OPT 12,729.60
3005	<p>Period of Performance: 09/26/2011 to 03/25/2012</p> <p>Other Direct Costs (cost-reimbursement - no fee) Meals: \$ 85,149.96 (25% of deployed linguists) (Rates for meals shall not exceed authorized allowances) DBA: \$ 262,044.70 Hazard/post differential: \$2,033,714.32 Other: _____</p>	1.00	LO	NTE 2,380,908.98	NTE/OPT 2,380,908.98
3006	<p>Period of Performance: 09/26/2011 to 03/25/2012</p> <p>OPTIONAL CLIN: Surge Labor Direct Labor - Not To Exceed \$250,000 Pre-Deployment Training hourly rate: \$23.74</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed</p>	1.00	LO	NTE 250,000.00	NTE/OPT 250,000.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
3007	<p>against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Period of Performance: 09/26/2011 to 03/25/2012</p> <p>OPTIONAL CLIN: Surge - Direct Labor - Iraq NTE \$1,975,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Iraq Deployed Linguists: Iraqi Arabic x hourly rate \$32.74 Kurdish Sorani x hourly rate \$32.86 Kurdish Bahdinani x hourly rate \$32.86 Persian Farsi x hourly rate \$35.27</p>	1.00	LO	NTE 1,975,000.00	NTE/OPT 1,975,000.00
3008	<p>Period of Performance: 09/26/2011 to 03/25/2012</p> <p>OPTIONAL CLIN: Direct Labor -Afghanistan NTE \$5,000,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Afghanistan Deployed Linguists: Pashto/Dari,Urdu/Farsi x hourly rate \$48.49 Waziri/Pashto x hourly rate \$48.59 Pashto/Farsi x hourly rate \$43.33 Pashto/Farsi/Dari x hourly rate \$44.38 Pashto/Dari x hourly rate \$39.13 Farsi/Dari x hourly rate \$39.13 Kabuli/Pashto x hourly rate \$39.13 Kandahari/Pashto x hourly rate \$39.13</p>	1.00	LO	NTE 5,000,000.00	NTE/OPT 5,000,000.00
3009	<p>Period of Performance: 09/26/2011 to 03/25/2012</p> <p>OPTIONAL CLIN: Surge - Other Direct Costs - Travel NTE \$25,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Pre-Deployment & Deployment (Per Diem, airfare and other authorized expenses to be reimbursed by the government in accordance with the JTRs)</p> <p>Period of Performance: 09/26/2011 to 03/25/2012</p>	1.00	LO	NTE 25,000.00	NTE/OPT 25,000.00
				NTE	NTE/OPT

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
3010	OPTIONAL CLIN: Surge - Other Direct Costs (cost-reimbursement - no fee) NTE 250,000 THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer. Meals (Rates for meals shall not exceed authorized allowances) DBA Other Period of Performance: 09/26/2011 to 03/25/2012	1.00	LO	250,000.00	250,000.00
4001	Direct Labor Pre-Deployment Training 6 linguists x 6 weeks x hourly rate \$23.74 Period of Performance: 03/26/2012 to 09/25/2012	1.00	LO	NTE 34,187.76	NTE/OPT 34,187.76
4002	Direct Labor - Iraq Iraq 25 Deployed Linguists: 15 Iraqi Arabic x hourly rate \$32.74 5 Kurdish Sorani x hourly rate \$32.86 2 Kurdish Bahdinani x hourly rate \$32.86 3 Persian Farsi x hourly rate \$35.27 Period of Performance: 03/26/2012 to 09/25/2012	1.00	LO	NTE 1,667,143.50	NTE/OPT 1,667,143.50
4003	Direct Labor - Afghanistan Afghanistan 25 Deployed Linguists: 4 Pashto/Dari.Urdu/Farsi x hourly rate \$48.59 2 Waziri/Pashto x hourly rate \$48.59 4 Pashto/Farsi x hourly rate \$43.33 2 Pashto/Farsi/Dari x hourly rate \$44.38 4 Pashto/Dari x hourly rate \$39.13 5 Farsi/Dari x hourly rate \$39.13 2 Kabuli/Pashto x hourly rate \$39.13 2 Kandahari/Pashto x hourly rate \$39.13 Period of Performance: 03/26/2012 to 09/25/2012	1.00	LO	NTE 2,141,577.65	NTE/OPT 2,141,577.65
4004	Travel Pre-Deployment & Deployment (Per Diem, airfare and other authorized expenses to be reimbursed by the government in accordance with the JTRs) Period of Performance: 03/26/2012 to 09/25/2012	1.00	LO	NTE 12,979.20	NTE/OPT 12,979.20
4005	Other Direct Costs (cost-reimbursement - no fee) Meals: \$ 85149.96 (25% of deployed linguists) (Rates for meals shall not exceed authorized allowances) DBA: \$ 262,044.70 Hazard/post differential: \$2,033,714.32 Other: _____ Period of Performance: 03/26/2012 to 09/25/2012	1.00	LO	NTE 2,380,908.98	NTE/OPT 2,380,908.98
4006	OPTIONAL CLIN: Surge Labor	1.00	LO	NTE 250,000.00	NTE/OPT 250,000.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
4007	<p>Direct Labor - Not To Exceed \$250,000 Pre-Deployment Training hourly rate: \$23.74</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Period of Performance: 03/26/2012 to 09/25/2012</p> <p>OPTIONAL CLIN: Surge - Direct Labor - Iraq NTE \$1,975,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Iraq Deployed Linguists: Iraqi Arabic x hourly rate \$32.74 Kurdish Sorani x hourly rate \$32.86 Kurdish Bahdinani x hourly rate \$32.86 Persian Farsi x hourly rate \$35.27</p> <p>Period of Performance: 03/26/2012 to 09/25/2012</p>	1.00	LO	NTE 1,975,000.00	NTE/OPT 1,975,000.00
4008	<p>OPTIONAL CLIN: Surge- Direct Labor -Afghanistan NTE \$5,000,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Afghanistan Deployed Linguists: Pashto/Dari.Urdu/Farsi x hourly rate \$48.59 Waziri/Pashto x hourly rate \$48.59 Pashto/Farsi x hourly rate \$43.33 Pashto/Farsi/Dari x hourly rate \$44.38 Pashto/Dari x hourly rate \$39.13 Farsi/Dari x hourly rate \$39.13 Kabuli/Pashto x hourly rate \$39.13 Kandahari/Pashto x hourly rate \$37.06</p> <p>Period of Performance: 03/26/2012 to 09/25/2012</p>	1.00	LO	NTE 5,000,000.00	NTE/OPT 5,000,000.00
4009	<p>OPTIONAL CLIN: Surge - Other Direct Costs - Travel NTE \$25,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Pre-Deployment & Deployment</p>	1.00	LO	NTE 25,000.00	NTE/OPT 25,000.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
4010	<p>(Per Diem, airfare and other authorized expenses to be reimbursed by the government in accordance with the JTRs)</p> <p>Period of Performance: 03/26/2012 to 09/25/2012</p> <p>OPTIONAL CLIN: Surge - Other Direct Costs (cost-reimbursement - no fee) NTE 250,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Meals (Rates for meals shall not exceed authorized allowances) DBA Other</p>	1.00	LO	NTE 250,000.00	NTE/OPT 250,000.00
5001	<p>Period of Performance: 03/26/2012 to 09/25/2012</p> <p>Direct Labor Pre-Deployment Training 6 linguists x 6 weeks x hourly rate \$24.45</p>	1.00	LO	NTE 35,213.39	NTE/OPT 35,213.39
5002	<p>Period of Performance: 09/26/2012 to 03/25/2013</p> <p>Direct Labor - Iraq Iraq 25 Deployed Linguists: 15 Iraqi Arabic x hourly rate \$33.73 5 Kurdish Sorani x hourly rate \$33.84 2 Kurdish Bahdinani x hourly rate \$33.84 3 Persian Farsi x hourly rate \$36.33</p>	1.00	LO	NTE 1,717,157.80	NTE/OPT 1,717,157.80
5003	<p>Period of Performance: 09/26/2012 to 03/25/2013</p> <p>Direct Labor - Afghanistan Afghanistan 25 Deployed Linguists: 4 Pashto/Dari.Urdu/Farsi x hourly rate \$50.04 2 Waziri/Pashto x hourly rate \$50.04 4 Pashto/Farsi x hourly rate \$44.63 2 Pashto/Farsi/Dari x hourly rate \$45.71 4 Pashto/Dari x hourly rate \$40.30 5 Farsi/Dari x hourly rate \$40.30 2 Kabuli/Pashto x hourly rate \$40.30 2 Kandahari/Pashto x hourly rate \$40.30</p>	1.00	LO	NTE 2,205,824.98	NTE/OPT 2,205,824.98
5004	<p>Period of Performance: 09/26/2012 to 03/25/2013</p> <p>Travel Pre-Deployment & Deployment (Per Diem, airfare and other authorized expenses to be reimbursed by the government in accordance with the JTRs)</p>	1.00	LO	NTE 13,238.78	NTE/OPT 13,238.78
5005	<p>Period of Performance: 09/26/2012 to 03/25/2013</p> <p>Other Direct Costs (cost-reimbursement - no fee) Meals: \$ 87,704.45 (25% of deployed linguists) (Rates for meals shall not exceed authorized allowances) DBA: \$ 269,906.04</p>	1.00	LO	NTE 2,452,336.25	NTE/OPT 2,452,336.25

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
5006	<p>Hazard/post differential: \$2,094,725.76 Other: _____</p> <p>Period of Performance: 09/26/2012 to 03/25/2013</p> <p>OPTIONAL CLIN: Surge Labor Direct Labor - Not To Exceed \$250,000 Pre-Deployment Training hourly rate: \$24.45</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p>	1.00	LO	NTE 250,000.00	NTE/OPT 250,000.00
5007	<p>Period of Performance: 09/26/2012 to 03/25/2013</p> <p>OPTIONAL CLIN: Surge - Direct Labor - Iraq NTE \$1,975,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Iraq Deployed Linguists: Iraqi Arabic x hourly rate \$33.73 Kurdish Sorani x hourly rate \$33.84 Kurdish Bahdinani x hourly rate \$33.84 Persian Farsi x hourly rate \$36.33</p>	1.00	LO	NTE 1,975,000.00	NTE/OPT 1,975,000.00
5008	<p>Period of Performance: 09/26/2012 to 03/25/2013</p> <p>OPTIONAL CLIN: Surge-Direct Labor -Afghanistan NTE \$ 5,000,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Afghanistan Deployed Linguists: Pashto/Dari.Urdu/Farsi x hourly rate \$50.04 Waziri/Pashto x hourly rate \$44.63 Pashto/Farsi x hourly rate \$45.71 Pashto/Farsi/Dari x hourly rate \$40.30 Pashto/Dari x hourly rate \$40.30 Farsi/Dari x hourly rate \$40.30 Kabuli/Pashto x hourly rate \$40.30 Kandahari/Pashto x hourly rate \$40.30</p>	1.00	LO	NTE 5,000,000.00	NTE/OPT 5,000,000.00
5009	<p>Period of Performance: 09/26/2012 to 03/25/2013</p> <p>OPTIONAL CLIN: Surge - Other Direct Costs - Travel NTE \$25,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed</p>	1.00	LO	NTE 25,000.00	NTE/OPT 25,000.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
5010	<p>against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Pre-Deployment & Deployment (Per Diem, airfare and other authorized expenses to be reimbursed by the government in accordance with the JTRs)</p> <p>Period of Performance: 09/26/2012 to 03/25/2013</p> <p>OPTIONAL CLIN: Surge - Other Direct Costs (cost-reimbursement - no fee) NTE 250,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Meals (Rates for meals shall not exceed authorized allowances) DBA Other</p> <p>Period of Performance: 09/26/2012 to 03/25/2013</p>	1.00	LO	NTE 250,000.00	NTE/OPT 250,000.00
6001	<p>Direct Labor Pre-Deployment Training 6 linguists x 6 weeks x hourly rate \$24.45</p> <p>Period of Performance: 03/26/2013 to 09/25/2013</p>	1.00	LO	NTE 35,213.39	NTE/OPT 35,213.39
6002	<p>Direct Labor - Iraq Iraq 25 Deployed Linguists: 15 Iraqi Arabic x hourly rate \$33.73 5 Kurdish Sorani x hourly rate \$33.84 2 Kurdish Bahdinani x hourly rate \$33.84 3 Persian Farsi x hourly rate \$36.33</p> <p>Period of Performance: 03/26/2013 to 09/25/2013</p>	1.00	LO	NTE 1,717,157.80	NTE/OPT 1,717,157.80
6003	<p>Direct Labor -Afghanistan Afghanistan 25 Deployed Linguists: 4 Pashto/Dari,Urdu/Farsi x hourly rate \$50.04 2 Waziri/Pashto x hourly rate \$50.04 4 Pashto/Farsi x hourly rate \$44.63 2 Pashto/Farsi/Dari x hourly rate \$45.71 4 Pashto/Dari x hourly rate \$40.30 5 Farsi/Dari x hourly rate \$40.30 2 Kabuli/Pashto x hourly rate \$40.30 2 Kandahari/Pashto x hourly rate \$40.30</p> <p>Period of Performance: 03/26/2013 to 09/25/2013</p>	1.00	LO	NTE 2,205,824.98	NTE/OPT 2,205,824.98
6004	<p>Travel Pre-Deployment & Deployment (Per Diem, airfare and other authorized expenses to be reimbursed by the government in accordance with the JTRs)</p>	1.00	LO	NTE 13,498.36	NTE/OPT 13,498.36

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
6005	<p>Period of Performance: 03/26/2013 to 09/25/2013</p> <p>Other Direct Costs (cost-reimbursement - no fee) Meals: \$ \$87,704.45 (25% of deployed linguists) (Rates for meals shall not exceed authorized allowances) DBA: \$ 269,906.04 Hazard/post differential: \$2,094,725.76 Other: _____</p>	1.00	LO	NTE 2,452,336.25	NTE/OPT 2,452,336.25
6006	<p>Period of Performance: 03/26/2013 to 09/25/2013</p> <p>OPTIONAL CLIN: Surge Labor Direct Labor - Not To Exceed \$250,000 Pre-Deployment Training hourly rate: \$24.45</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p>	1.00	LO	NTE 250,000.00	NTE/OPT 250,000.00
6007	<p>Period of Performance: 03/26/2013 to 09/25/2013</p> <p>OPTIONAL CLIN: Surge - Direct Labor - Iraq NTE \$1,975,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Iraq Deployed Linguists: Iraqi Arabic x hourly rate \$33.73 Kurdish Sorani x hourly rate \$33.84 Kurdish Bahdinani x hourly rate \$33.84 Persian Farsi x hourly rate \$36.33</p>	1.00	LO	NTE 1,975,000.00	NTE/OPT 1,975,000.00
6008	<p>Period of Performance: 03/26/2013 to 09/25/2013</p> <p>OPTIONAL CLIN: Surge-Direct Labor-Afghanistan NTE \$5,000,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Afghanistan Deployed Linguists: Pashto/Dari, Urdu/Farsi x hourly rate \$50.04 Waziri/Pashto x hourly rate \$50.04 Pashto/Farsi x hourly rate \$44.63 Pashto/Farsi/Dari x hourly rate \$45.71 Pashto/Dari x hourly rate \$40.30 Farsi/Dari x hourly rate \$40.30 Kabuli/Pashto x hourly rate \$40.30 Kandahari/Pashto x hourly rate \$40.30</p>	1.00	LO	NTE 5,000,000.00	NTE/OPT 5,000,000.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
6009	<p>Period of Performance: 03/26/2013 to 09/25/2013</p> <p>OPTIONAL CLIN: Surge - Other Direct Costs - Travel NTE \$25,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Pre-Deployment & Deployment (Per Diem, airfare and other authorized expenses to be reimbursed by the government in accordance with the JTRs)</p>	1.00	LO	NTE 25,000.00	NTE/OPT 25,000.00
6010	<p>Period of Performance: 03/26/2013 to 09/25/2013</p> <p>OPTIONAL CLIN: Surge - Other Direct Costs (cost-reimbursement - no fee) NTE 250,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Meals (Rates for meals shall not exceed authorized allowances) DBA Other</p>	1.00	LO	NTE 250,000.00	NTE/OPT 250,000.00
7001	<p>Period of Performance: 03/26/2013 to 09/25/2013</p> <p>Direct Labor Pre-Deployment Training 6 linguists x 6 weeks x hourly rate \$23.05</p>	1.00	LO	NTE 36,269.79	NTE/OPT 36,269.79
7002	<p>Period of Performance: 09/26/2013 to 03/25/2014</p> <p>Direct Labor - Iraq Iraq 25 Deployed Linguists: 15 Iraqi Arabic x hourly rate \$34.74 5 Kurdish Sorani x hourly rate \$34.86 2 Kurdish Bahdinani x hourly rate \$34.86 3 Persian Farsi x hourly rate \$37.41</p>	1.00	LO	NTE 1,768,672.54	NTE/OPT 1,768,672.54
7003	<p>Period of Performance: 09/26/2013 to 03/25/2014</p> <p>Direct Labor - Afghanistan Afghanistan 25 Deployed Linguists: 4 Pashto/Dari.Urdu/Farsi x hourly rate \$51.54 2 Waziri/Pashto x hourly rate \$51.54 4 Pashto/Farsi x hourly rate \$45.97 2 Pashto/Farsi/Dari x hourly rate \$47.09 4 Pashto/Dari x hourly rate \$41.51 5 Farsi/Dari x hourly rate \$41.51 2 Kabuli/Pashto x hourly rate \$41.51 2 Kandahari/Pashto x hourly rate \$41.51</p>	1.00	LO	NTE 2,271,999.73	NTE/OPT 2,271,999.73

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
7004	Travel Pre-Deployment & Deployment (Per Diem, airfare and other authorized expenses to be reimbursed by the government in accordance with the JTRs) Period of Performance: 09/26/2013 to 03/25/2014	1.00	LO	NTE 13,768.33	NTE/OPT 13,768.33
7005	Other Direct Costs (cost-reimbursement - no fee) Meals: \$ \$90,335.59 (25% of deployed linguists) (Rates for meals shall not exceed authorized allowances) DBA: \$ 278,003.22 Hazard/post differential: \$2,157,567.52 Other: _____ Period of Performance: 09/26/2013 to 03/25/2014	1.00	LO	NTE 2,525,906.33	NTE/OPT 2,525,906.33
7006	OPTIONAL CLIN: Surge Labor Direct Labor - Not To Exceed \$250,000 Pre-Deployment Training hourly rate: \$25.19 THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer. Period of Performance: 09/26/2013 to 03/25/2014	1.00	LO	NTE 250,000.00	NTE/OPT 250,000.00
7007	OPTIONAL CLIN: Surge - Direct Labor - Iraq NTE \$1,975,000 THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer. Iraq Deployed Linguists: Iraqi Arabic x hourly rate \$34.74 Kurdish Sorani x hourly rate \$34.86 Kurdish Bahdinani x hourly rate \$34.86 Persian Farsi x hourly rate \$37.41 Period of Performance: 09/26/2013 to 03/25/2014	1.00	LO	NTE 1,975,000.00	NTE/OPT 1,975,000.00
7008	OPTIONAL CLIN: Surge-Direct Labor -Afghanistan NTE \$5,000,000 THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer. Afghanistan Deployed Linguists: Pashto/Dari.Urdu/Farsi x hourly rate \$51.54 Waziri/Pashto x hourly rate \$51.54 Pashto/Farsi x hourly rate \$45.97	1.00	LO	NTE 5,000,000.00	NTE/OPT 5,000,000.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
7009	<p>Pashto/Farsi/Dari x hourly rate \$47.09 Pashto/Dari x hourly rate \$41.51 Farsi/Dari x hourly rate \$41.51 Kabuli/Pashto x hourly rate \$41.51 Kandahari/Pashto x hourly rate \$41.51</p> <p>Period of Performance: 09/26/2013 to 03/25/2014</p> <p>OPTIONAL CLIN: Surge - Other Direct Costs - Travel NTE \$25,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Pre-Deployment & Deployment (Per Diem, airfare and other authorized expenses to be reimbursed by the government in accordance with the JTRs)</p> <p>Period of Performance: 09/26/2013 to 03/25/2014</p>	1.00	LO	NTE 25,000.00	NTE/OPT 25,000.00
7010	<p>OPTIONAL CLIN: Surge - Other Direct Costs (cost-reimbursement - no fee) NTE 250,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Meals (Rates for meals shall not exceed authorized allowances) DBA Other</p> <p>Period of Performance: 09/26/2013 to 03/25/2014</p>	1.00	LO	NTE 250,000.00	NTE/OPT 250,000.00
8001	<p>Direct Labor Pre-Deployment Training 6 linguists x 6 weeks x hourly rate \$25.19</p> <p>Period of Performance: 09/26/2013 to 03/25/2014</p>	1.00	LO	NTE 36,269.79	NTE/OPT 36,269.79
8002	<p>Direct Labor - Iraq Iraq 25 Deployed Linguists: 15 Iraqi Arabic x hourly rate \$34.74 5 Kurdish Sorani x hourly rate \$34.86 2 Kurdish Bahdinani x hourly rate \$34.86 3 Persian Farsi x hourly rate \$37.41</p> <p>Period of Performance: 03/26/2014 to 09/25/2014</p>	1.00	LO	NTE 1,768,672.54	NTE/OPT 1,768,672.54
8003	<p>Direct Labor -Afghanistan Afghanistan 25 Deployed Linguists: 4 Pashto/Dari,Urdu/Farsi x hourly rate \$51.54 2 Waziri/Pashto x hourly rate \$51.54 4 Pashto/Farsi x hourly rate \$45.97 2 Pashto/Farsi/Dari x hourly rate \$47.09</p> <p>Period of Performance: 03/26/2014 to 09/25/2014</p>	1.00	LO	NTE 2,271,999.73	NTE/OPT 2,271,999.73

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
8004	<p>4 Pashto/Dari x hourly rate \$41.51 5 Farsi/Dari x hourly rate \$41.51 2 Kabuli/Pashto x hourly rate \$41.51 2 Kandahari/Pashto x hourly rate \$41.51</p> <p>Period of Performance: 03/26/2014 to 09/25/2014</p> <p>Travel Pre-Deployment & Deployment (Per Diem, airfare and other authorized expenses to be reimbursed by the government in accordance with the JTRs)</p> <p>Period of Performance: 03/26/2014 to 09/25/2014</p>	1.00	LO	NTE 14,038.30	NTE/OPT 14,038.30
8005	<p>Other Direct Costs (cost-reimbursement - no fee) Meals: \$ 90,335.59(25% of deployed linguists) (Rates for meals shall not exceed authorized allowances) DBA: \$ 278,003.22 Hazard/post differential: \$2,157,567.52 Other: _____</p> <p>Period of Performance: 03/26/2014 to 09/25/2014</p>	1.00	LO	NTE 2,525,906.33	NTE/OPT 2,525,906.33
8006	<p>OPTIONAL CLIN: Surge Labor Direct Labor - Not To Exceed \$500,000 Pre-Deployment Training hourly rate: \$25.19</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Period of Performance: 03/26/2014 to 09/25/2014</p>	1.00	LO	NTE 250,000.00	NTE/OPT 250,000.00
8007	<p>OPTIONAL CLIN: Surge - Direct Labor - Iraq NTE \$1,975,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Iraq Deployed Linguists: Iraqi Arabic x hourly rate \$34.74 Kurdish Sorani x hourly rate \$34.86 Kurdish Bahdinani x hourly rate \$34.86 Persian Farsi x hourly rate \$37.41</p> <p>Period of Performance: 03/26/2014 to 09/25/2014</p>	1.00	LO	NTE 1,975,000.00	NTE/OPT 1,975,000.00
8008	<p>OPTIONAL CLIN: Surge-Direct Labor-Afghanistan NTE \$5,000,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via</p>	8.00	LO	NTE 5,000,000.00	NTE/OPT 40,000,000.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
8009	<p>contract modification issued in writing by the Contracting Officer.</p> <p>Afghanistan Deployed Linguists: Pashto/Dari,Urdu/Farsi x hourly rate \$51.54 Waziri/Pashto x hourly rate \$51.54 Pashto/Farsi x hourly rate \$45.97 Pashto/Farsi/Dari x hourly rate \$47.09 Pashto/Dari x hourly rate \$41.51 Farsi/Dari x hourly rate \$41.51 Kabuli/Pashto x hourly rate \$41.51 Kandahari/Pashto x hourly rate \$41.51</p> <p>Period of Performance: 03/26/2014 to 09/25/2014</p> <p>OPTIONAL CLIN: Surge - Other Direct Costs - Travel NTE \$25,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Pre-Deployment & Deployment (Per Diem, airfare and other authorized expenses to be reimbursed by the government in accordance with the JTRs)</p> <p>Period of Performance: 03/26/2014 to 09/25/2014</p>	1.00	LO	NTE 25,000.00	NTE/OPT 25,000.00
8010	<p>Period of Performance: 03/26/2014 to 09/25/2014</p> <p>OPTIONAL CLIN: Surge - Other Direct Costs (cost-reimbursement - no fee) NTE 250,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Meals (Rates for meals shall not exceed authorized allowances) DBA Other</p> <p>Period of Performance: 03/26/2014 to 09/25/2014</p>	1.00	LO	NTE 250,000.00	NTE/OPT 250,000.00

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**STATEMENT OF WORK (SOW) FOR
LINGUIST CONTRACTOR PERSONNEL
IN SUPPORT OF
DEFENSE INTELLIGENCE AGENCY (DIA) OPERATIONS
14 August 2009**

1. (U) **PURPOSE:** In order to meet operational demands and support requirements for OCONUS Defense Intelligence Agency (DIA) supported groups and missions in the CENTCOM Area of Operations, the Contractor shall provide full-time, on-site interpretation and translation services and management of those services. Interpretation and translation services are considered mission essential.

2. (U) **SCOPE/REQUIREMENTS:** The Contractor shall provide all labor to achieve the objective established in this SOW. The Contractor shall accomplish the activities described below and satisfy the deliverables and reporting requirements in the Deliverables and Reporting Requirements section of this SOW. All tasks assigned to the Contractor Personnel will be performed in accordance with DIA guidance and standards published in Government directives, guidelines, and manuals that will be made available to the Contractor Personnel at their on-site location. Two phases will be used for billing purposes:

- a. (U) Pre-Deployment - will begin when personnel have received an interim secret and begin pre-deployment training CONUS.
- b. (U) Deployment - begins once the contractor is on-site OCONUS.

2.1. (U) **PERSONNEL:** The Contractor shall provide a work force, herein called Contractor Personnel, possessing the skills, clearance, knowledge and training to satisfactorily perform the services required by this contract. Contractor Personnel performing work under this contract shall remain employees of the Contractor and will not be considered employees of the U.S. Government or be supervised by employees of the U.S. Government.

- c. (U) Ability to deal unobtrusively with the local populace;
- d. (U) Familiarity with and ability to conduct oneself in accordance with the local culture and customs;
- e. (U) Willing and able to work cooperatively with U.S. Forces, U.S. citizens and other Coalition forces and personnel;
- f. (U) Ability to function during a level of heightened state of threat, during extended periods of high pressure and stress;
- g. (U) Ability to function as an integral member of a team of highly trained professionals responsible for the safety and security of DIA and US Forces personnel and resources.

2.1.1. (U) **On-Site Management:** The Contractor shall provide seven on-site managers these positions will be key personnel. Duties will be to adequately supervise Linguists during the period of this contract. On-site management will be performed by the pool of linguists. Management duties will be in addition to normal linguist's duties. The Contractor shall coordinate the work locations of its On-Site Managers with the Contracting Officer (CO), Contracting Officer's Representative (COR) and/or the Government Program Manager (PM) to ensure access to Government-furnished resources and to provide coordination with Government

representatives. One individual at each location shall be empowered by the Contractor to implement work schedules, manage and supervise contracted Linguists and work performance.

- a. (U) A Contractor On-Site Representative shall be available to the COR/PM at all times.
- b. (U) The Contractor shall provide the CO and the COR/PM a list of all On-Site Representatives. The list will include: names, work and home addresses, contact telephone numbers where they can be reached 24 hours per day. The list shall be updated as changes occur.

2.1.2. (U) Management Qualifications: Contractor personnel assigned to perform site management functions shall be prepared and qualified to assume the following roles:

- a. (U) On-Site Managers must be able to fluently read, write, speak and understand English; Linguist qualifications for Seven Managers, (1) Iraqi Arabic, (1) Kurdish, (1) Persian Farsi, (3) Pashto, (1) Dari;
- b. (U) Develop and/or maintain programs providing support to military forces, and involving coordination between supporting organizations;
- c. (U) Supervise and monitor Linguist personnel and administer linguist programs;
- d. (U) Act as a facilitator for administrative matters between Linguists and supported US Forces;
- e. (U) Must be proficient in the Microsoft Office Suite;
- f. (U) Must be a qualified Linguist as outlined in section 2.1.3.

2.1.3. (U) Linguist Qualifications/Requirements: The Contractor shall provide comprehensive linguist services in the designated target languages in support of DIA operations requirements in Theater. These services shall be provided in accordance with this SOW. The actual numbers and types of Contract Linguist Personnel necessary to meet operational requirements are detailed in Schedule B. The numbers and types of Contract Linguist Personnel may fluctuate to meet mission changes and surge requirements. Any changes to the number and types of linguists required will be made via contract modification issued by the contracting officer. The Contract Linguist Personnel's primary function will be to furnish linguist services for DIA elements in contingency deployment areas in the CENTCOM area of operations. The following are lists of the languages required for translation. This list of languages represents the current known needs for this deployment area. This list may be changed to meet mission and surge requirements. Any change will be via contract modification issued by the contracting officer:

- a. (U) Required Languages: Arabic (Iraqi dialect preferred); Kurdish (including Sorani and Sorani-Bahdinani dialects) Dari, Persian-Farsi, Pashto (Kandahari, Kabuli and Waziri dialects), Urdu

2.1.3.1. (U) Interpretation Linguists: Skills: The Contractor shall ensure the Linguists possess the skills listed below:

- a. (U) Ability to conduct consecutive, accurate translations and summarizations of material, to include the ability to maintain the integrity and meaning of material;
- b. (U) Ability to write and speak in clear and concise grammar and pronunciation in the Target Language and English;

- c. (U) Ability to provide idiomatic translations of non-technical material using correct syntax and expression from and to the Target Language and English;
- d. (U) Ability to provide written translation of general and technical material into and from the Target Language and English, especially including the ability to read and translate handwritten material;
- e. (U) Ability to quickly scan and process a large amount of material, utilizing the Target Language, for critical and essential elements of information;
- f. (U) Ability to understand speech in a standard dialect, inferences and emotional overtones, and rarely has to ask for paraphrasing or explanation;
- g. Ability to write effectively in most formal and informal exchanges;
- h. (U) Ability to converse in formal and informal situations, resolve problem situations, deal with unfamiliar topics, provide explanation, describe in detail, offer supported opinions and hypothesize;
- i. (U) Ability to understand all styles/forms of speech, have a strong sensitivity to sociolinguistic and cultural references;
- j. (U) Ability to tailor language to fit audience, counsel, persuade, negotiate, and represent a point of view;
- k. (U) Ability to conduct interpretation simultaneous, consecutive, escort and/or telephonic. Interpreter forums may include meetings, conferences, briefings and/or training sessions in acoustically poor environments;
- l. (U) Possess sufficient computer skills, such as word processing and data entry, to be used in conjunctions with processing written translations; at a minimum should be familiar with and able to use Microsoft office software.

2.1.3.2. (U) **Language Certifications:** Contract Linguist Personnel must score at a minimum a level 4/4/4 (Listening, Speaking, Reading) as measured by the Interagency Language Roundtable (ILR) 5 point scale. Contract Linguist Personnel must also receive a Computer-based score of 217 as measured by the Test of English as a Foreign Language (TOEFL). TOEFL will not apply to native English speakers. Native proficiency in the Target Language is preferred. Minimum scoring level may be waived by the Contracting Officers Representative or the Contracting Officer on a case by case basis.

2.2. (U) **HOURS OF OPERATION:** Pre-Deployment CONUS: eight (8) hours each day/ five (5) days per week. Deployment OCONUS: twelve (12) hours each day/ seven (7) days per week.

2.2.1. (U) **Recall:** Contractor Personnel are subject to recall 24 hours per day as dictated by mission requirements. Supported unit chiefs/commanders will notify the Contractor, through the COR or PM, of basic work schedules and changes thereto for Contractor Personnel based on specific mission requirements.

2.2.2. (U) **Contractor Personnel Leave:** The Contractor shall not be allowed to bill the Government for services not performed by Contractor Personnel or days Contractor Personnel are not available to perform such services. All leave taken by Contractor Personnel shall be coordinated, in writing, with the Section Chief to ensure the absence will not impede the mission. Contractor Personnel on leave must either remain on a U.S. Government facility or travel to a location in the United States (Possession,

commonwealth, state, or the District of Columbia) for the duration of their leave. They are prohibited from spending leave at a non-U.S. Government location in the theater of operation, with the exception of the option cited in section 2.5.7.

2.2.3. (U) **Holidays:** The US Federal holidays may be found at www.opm.gov. US Federal holidays may or may not be observed based upon mission requirements. The local OCONUS work area holidays may or may not be observed based upon mission requirements. If the Government work site is available contractor personnel shall be required to perform services.

2.3. (U) **WORK CONDITIONS AND REQUIREMENTS:**

2.3.1. (U) **Standards of Conduct:** Contractor Personnel must adhere to the standards of conduct established by the operational or unit commander, same as the standards for government civilian/military personnel acting in similar capacities. Contractor Personnel must follow all Theater General Orders, force protection directives and policies, and all installation rules, regulations and directives. Contractor personnel will comply with third country national laws and international agreements as defined in DFARS 252.225-7040 (MAR 2008). Contractor personnel shall be required to follow the directives of government personnel designated by the CO to provide contract oversight. Failure to comply with the requirements will result in removal from the contract by the CO.

2.3.2. (U) **Personal Appearance:** Contractor Personnel working under this contract shall present a professional appearance, same as the standards delineated for government civilian/military personnel acting in similar capacities. Contractor Personnel may be required to wear Army Combat Uniforms (ACU) or Desert Camouflage Uniforms (DCU), if issued, or civilian clothing during training at the pre-deployment training and in Theater. Clothing shall be kept clean and neat (i.e. debris, dirt, mud, stains, rips, tears or holes shall be removed/repared as they appear), as practicable considering work conditions. If ACUs/DCUs are worn, they MUST be worn in accordance with military uniform regulations and dress codes. Contractor personnel are required to have all Government issued gear or equipment available to them at their deployed location.

2.3.3. (U) **Passports:** The Contractor shall ensure that all personnel nominated to perform on this contract have current, valid Tourist passports and are eligible to receive the necessary work/visit visa's for the deployed location (if required). The Government may sponsor the Contractor Personnel for visas, etc. as required to meet time-sensitive or other mission needs. The Government WILL NOT pay or assist the contractor personnel in obtaining residency visas.

2.3.4. (U) **Location/ Environment:** All Contractor Personnel must be available for work in the CENTCOM area of operations. Contractor Personnel must be available for work at any of the established Intelligence Community facilities in this area and may be required to work at various locations, as mission dictates. This designation means the Contractor Personnel may be subject to working in harsh or hostile conditions, but does not establish eligibility for additional compensation. Harsh conditions include average summer daytime temperatures in excess of 100 degrees in the Middle East Region. All Contractor Personnel are required to live on the US installation or compound. All Contractor Personnel must be:

- a. (U) Willing to deploy to live and work in a potentially hostile environment designated by the U.S. government as an Imminent Danger Zone or Hostile Fire Zone;
- b. (U) Willing to receive Anthrax, Smallpox and other vaccines as required;
- c. (U) Willing and able to live and work under field conditions, to include living and working in temporary facilities (i.e. tents);
- d. (U) Able to function during a level of heightened state of threat, during extended periods of high pressure and stress that may also include hostile fire;
- e. (U) Willing and able to participate in pre-deployment training;
- f. (U) Able to deal unobtrusively with the local populace;
- g. (U) Familiar with and ability to conduct oneself in accordance with the local culture and customs;
- h. (U) Willing and able to be a member of a mobile team to include operations outside U.S. controlled camps, installations and facilities;
- i. (U) Able to function as an integral member of a team of highly trained professionals responsible for the safety and security of DIA and/or US Forces personnel and resources;
- j. (U) Contractor Personnel must be qualified to operate government-provided motor vehicles as needed to assist in performance of travel to operational missions. Contractor Personnel will not be used as chauffeurs or drivers, but can participate with government personnel in sharing driving responsibilities. Contractor Personnel should possess valid US driver's licenses and International Driver permits. If government or other licensing is required locally, Government will assist/sponsor Contractor Personnel in the licensing procedures. Any Report of survey finding or liability on the part of the Contractor Personnel resulting from the misuse or misconduct with US government vehicles shall be the sole responsibility of the Contractor. All Contractor Personnel use of government vehicles shall strictly comply with theater rules and guidance.
- k. (U) Willing and able to qualify for and carry a weapon for personal protection, if required by the Government. Contractor Personnel are not authorized to carry or possess personal weapons, including but not limited to, firearms, knives greater than 4 inches in length, swords, taser type weapons and mace, except as may be issued/provided by the **Government** for personal protection during periods of potential hostility.

2.4. (U) **CONDUCT OF PERSONNEL:** The Government may require the Contractor to remove from this contract any Linguist for reasons of misconduct, security breaches, or found to be or suspected to be under the influence of alcohol, drugs, or other incapacitating agent. The Government reserves the right to reject, at any time and without notice, any employee assigned who is either unable or unwilling to perform work within the scope of this contract. The Contractor shall remove the Linguist from performing under this contract upon notification by the Government. The removal of personnel from this contract does not relieve the Contractor of the responsibility to provide the specified number of Linguist personnel required under this contract. The Contractor shall provide replacements for the removed Contractor Personnel, in the same category and with the same level of qualifications. When Contract Personnel return from

deployment or are terminated during deployment process, the Contractor is liable for the return to the COR/PM all CAC card, Official Passport, and Security Badges. All Government provided equipment, including but not limited too TA-50, will be returned to the DIA Deployment Center (DRC).

2.5. (U) SECURITY REQUIREMENTS: All Contractor Personnel shall possess a clearance IAW with policies established by DIA Counterintelligence office (DAC). All security requirements, to include submission of relevant security paperwork, shall be met before any performance related to this SOW is conducted.

2.5.1. (U) Security Clearance Level: Contractor Personnel shall be US citizens who have been screened by DIA Counterintelligence personnel. Contractor Personnel shall possess an INTERIM-SECRET clearance that is approved and accepted by the Defense Industrial Security Contracting Office (DISCO). Contractor Personnel will be granted access to information classified up to SECRET by the Defense Central Clearance Facility for the specific purpose of providing support to the DIA. As necessary to support future mission requirements, the Government and the Contractor may facilitate processing to TS/SCI.

2.5.2. (U) Security Management: The Contractor shall also maintain, in his/her home office staff, a manager who possesses a TOP SECRET (TS) security clearance with access to Sensitive Compartmented Information (TS/SCI). The Contractor shall make this manager available at the request of the Government for the purposes of coordination with Government-designated military intelligence personnel on any issues related to Contractor Personnel duties that may require discussions at the TS/SCI level and to provide escort for their personnel into DIA Sensitive Compartmented Information Facilities.

2.5.4. (U) Security interview: Contractor personnel will consent to a security interview.

2.5.5. (U) Polygraph: Contractor Personnel may be subject to a polygraph examination and subject interview at any point during employment under this contract, as a condition of employment, and are subject to periodic counterintelligence polygraph examinations while assigned to this contract.

2.5.6. (U) Non-Disclosure Agreement: Contractor Personnel with security clearances shall be required to sign an SF 312, Classified Information Non-Disclosure Agreement, depending upon mission requirements.

2.5.7. (U) Travel Restrictions: Contractor Personnel shall be prohibited from unaccompanied travel for personal/unofficial reasons in the theater of operations. With advance Government consent and accompanied by a Government representative, Contractor personnel may conduct short social meetings with local associates who share an affinity with the Contract Person.

2.6. (U) MEDICAL REQUIREMENTS: The Contractor shall ensure that in general, Contractor Personnel are physically capable and in good health without chronic medical conditions which require frequent monitoring/contact with medical professionals. Contractor Personnel must meet US military standards for deployment to the U.S. Central Command (CENTCOM) Theater of Operation.

2.6.1. (U) Immunization Requirement: The Contractor shall be responsible for and shall ensure that all Contract Personnel under this contract have the required vaccinations or immunizations for the deployment area, and at their assigned work areas. The Government will provide required immunizations during the pre-deployment process. Deployable Contractor Personnel must be willing to receive Anthrax, Smallpox and other vaccines as required.

2.6.2. (U) Medical Insurance: The Contractor shall provide all necessary medical insurance to cover all the medical needs of Contractor Personnel assigned to this contract. The Contractor hereby relieves the Government of all liabilities for medical expenses and payments incurred during and after termination of the contract.

2.6.3. (U) Medically Unable to Perform: In the event that a Deployable Contractor Personnel is unable to perform their duties due to illness or other medical reasons, the Contractor is responsible for providing a suitable replacement. The Contractor shall provide a qualified replacement possessing the same skills, clearance, and knowledge as their predecessor.

2.6.4. (U) Sufficient Quantities of Medicine: The Contractor shall be responsible to ensure that Contractor Personnel who are taking medications have sufficient quantities of their medicine to last for the duration of their stay in the deployment area of operation.

2.6.5. (U) Pre-Deployment Medical Examination: The Contractor shall provide an initial medical screening of all proposed candidates, prior to nomination for this effort. All Contractor Personnel assigned to work under this contract shall be subject to a pre-deployment medical examination which will be provided by the Government during the pre-deployment processing to ensure Contractor Personnel meet US military standards for deployment. If pre-deployment medical screening is not available through the Government or equivalent process, the Contractor must provide equivalent certification of medical fitness for deployment. Any additional medical examinations or follow-on appointments identified by the pre-deployment medical screening shall be the responsibility of the Contractor.

3. (U) QUALITY ASSURANCE: The US Government will evaluate the contractor's performance under this contract based on reports provided by its field inspectors and/or quality assurance personnel assigned to this contract. The Government will inform the Contractor of its findings, especially negative ones, for the Contractor to respond or to take necessary corrective actions.

3.1. (U) INSPECTION AND ACCEPTANCE: The Contractor shall conform to the requirements of the SOW and will be measured by Government's evaluation of tasks completed against the following criteria:

- a. (U) Adherence to the requirements of the SOW;
- b. (U) Accuracy, clarity and timeliness of the documents provided by Contracted Personnel;
- c. (U) Willingness and responsiveness to accomplish the task at hand.

3.2. (U) **QUALITY CONTROL:** The Contractor shall implement a complete quality control program that identifies potential and actual problem areas in providing requirements of the contract as specified, and the results of corrective actions taken throughout the life of the contract. The Contractor shall provide a Quality Control Plan (QCP) within 14 days of contract award. The basic tenet of the plan is that the Contractor is responsible for quality. All methods, procedures and forms shall support this concept.

3.3. (U) **PERFORMANCE EVALUATION MEETINGS:** Meetings shall be held whenever deemed necessary by the CO to review Contractor performance or resolve reported deficiencies in performance. The Contractor may also request the CO for a meeting when he or she believes such a meeting is necessary in resolving contract problems or issues occurring during the course of the contract.

4. (U) **TRANSPORTATION:**

4.1. (U) **AIRLIFT:** Contractor Personnel will use military airlift when and where available, coordinated through COR/PM as applicable. In cases in which the Government is unable to provide the military airlift or government-charter, the Contractor, with the approval of the COR/PM, shall obtain and provide transportation for its Contract Personnel. All travel to and from the US to theater must be coordinated and approved by the Government. If such costs are incurred by the Contractor for the transportation requirements, the costs will be reimbursed by the Government. The Contractor must closely coordinate with the COR/PM to determine which of these transportation requirements it must provide. Travel will be at the standard commercial coach rate. Per Diem and other authorized expenses to be reimbursed by the government shall be pursuant to and shall not exceed the authorized rates in the Joint Travel Regulation (JTR).

4.2. (U) **TRAVEL REIMBURSEMENT:** Only those transportation costs incurred by the Contractor for contracted personnel actually assigned and working under this contract for purposes of providing Linguist services and On-Site Management will be paid or reimbursed. Such transportation costs incurred will be reimbursed at actual costs.

5. (U) **GOVERNMENT FURNISHED PROPERTY AND SERVICES:** Except for those specified as contractor-furnished, the Government will provide all the necessary facilities, equipment, materials and logistics required in the performance of services under this contract at the area of operations or work sites, LAW theater policies.

5.1. (U) **GOVERNMENT FURNISHED PROPERTY:** The Government will furnish the following property:

- a. (U) All administrative and office equipment and supplies (i.e. desks, tables, chairs, file cabinets, pencils, paper, computer software, etc.) based upon availability at each location. Special requirements will be coordinated with the COR/PM and will be made available to the Contractor, when and if feasible.
- b. (U) All communications equipment/capabilities including telephone services, and facsimile services if available. This equipment and service will be for official calls to the COR/PM, and their alternates, if any.
- c. (U) Personal Identification, including identification tags (dog tags) and Geneva Conventions Card for Deployable Contract Personnel.
- d. (U) All tactical equipment for use at the pre-deployment training and in Theater, including TA-50, ACUs (if available), and eye glass frame inserts for use with chemical masks. All non standard property, including civilian items procured by Government and any accountable items, must be returned to the Government once OCONUS deployment is complete. Including but not limited to CAC card, Official Passport, Security Badges

5.2 (U) **GOVERNMENT FURNISHED SERVICES:** The Government will provide the following services:

5.2.1. (U) **Billeting:** The Government will provide billeting for Contractor Personnel during pre-deployment processing and at deployment locations. Due to unique security requirements, the Government may establish a residential security program for the appropriate selection and security of housing for Contractor Personnel. All Contractor Personnel will be required to live on the US installation or compound. Failure to follow these Force Protection directives will result in removal from the contract by the CO.

5.2.2. (U) **Medical Services:** The Government will provide a pre-deployment medical examination and required immunizations during pre-deployment processing. The Government will provide emergency medical services in Theater, in accordance with DFARS 252.225-7040 (MAR 2008)(c)(2)(i)(ii)(iii). Costs for any non-emergency medical services provided by the Government shall be borne by the Contractor.

5.2.3. (U) **Training:** The Government will provide all training during the pre-deployment process.

5.2.4. (U) **Operation Support:** The Government will provide operational support. Reference Annex 1.

6. (U) **CONTRACTOR FURNISHED PROPERTY AND SERVICES:** The Contractor shall provide the following property and services under this contract, as follow:

- a. (U) All personnel, management and supervision, including recruitment, employment, additional medical/health examinations, health/medical/life insurance;
- b. (U) Quality control;
- c. (U) Accounting, bookkeeping and reporting of costs incurred for this contract
- d. (U) Record-keeping and accounting for government-furnished properties;

- e. (U) Acquisition or purchase of items which the Government is unable to provide (as coordinated with the COR/PM and approved by the CO).

6.1. (U) **Medical/Health Examination/Test:** The Contractor shall provide an initial medical screening of all proposed candidates, prior to nomination on this contract. Any additional medical examinations or follow-on appointments identified by the pre-deployment medical screening shall be the responsibility of the Contractor. The Contractor shall submit a written summary of the medical examination results to the COR/PM prior to deployment of individuals. The Contractor shall be responsible for all routine medical and dental treatment in theater. Only emergency medical treatment will be provided by the Government.

6.2. (U) **Contract Manager:** The contractor shall maintain a Contract Manager as a part of the contract management plan. The Contract Manager shall be available to the CO, COR/PM during normal duty hours and shall be on-call during all other times to deal with any issues that may arise with this SOW and Contractor Personnel.

6.3. (U) **Contract Personnel:** Who are willing to live and work in an area designated by the U.S. Government as an Imminent Danger Zone or Hostile Fire Zone. The performance of Contractor Services under these conditions does not entitle Contract Personnel to collect additional compensation. All Contractor Personnel shall be aware of and available to meet, the requirement to perform services in any location deemed necessary as required in the SOW.

6.4. (U) **Meals:** The Contractor will provide meals to Contractor Personnel when Government-provided meals are not available.

6.5. (U) **Pre-deployment Documentation:** The Contractor shall provide relevant personnel information to the Government to include the following documents prior to deployment:

- a. DD Form 93, Emergency Data
- b. Copy of pre-deployment checklist
- c. Copy TA-50 hand receipt
- d. Copy of Medical/ Shot Record
- e. Copy of CAC
- f. Copy of official passport
- g. Copy of visas
- h. SF 86

6.6. (U) **Security Clearances:** The Contractor shall nominate and process all Contractor Personnel for adjudication of security clearances at no cost to the Government. Contractor Personnel must possess, at a minimum, the clearance stated in paragraph 2.5. The Contract Manager shall possess, at a minimum, a TOP SECRET clearance with SSBI.

7. (U) **DISCLOSURE OF INFORMATION:** Performance under this contract may require the Contractor to access data and information sensitive to a government agency, another government contractor, or of such nature that its dissemination or use other than as specified in this work statement would be adverse to the interests of the Government or others. Neither the Contractor, nor contract personnel shall divulge or release information developed or obtained in the course of contract performance, except to authorize U. S. Government personnel or upon written approval of the CO. The Contractor shall not use, disclose or reproduce any sensitive information that bears restrictive legend, other than as specified in this work statement. Any question on the release of information or doubt of a person's authority requesting the information shall be addressed to or reported to the CO or the COR/PM. Contractor Personnel will be required to execute SF 312, Non-Disclosure Agreement as a condition of employment.

7.1. (U) The Contractor shall direct to the CO, COR/PM all inquiries, comments, or complaints arising from matters observed, experienced, or learned as a result of, or in connection with the performance of this contract, the resolution of which may require dissemination of official information.

7.2. (U) The information listed below may be disclosed in proposals to United States Government Agencies in response to requests for past performance assessments:

- a. Contract Number
- b. Contract Type
- c. Award Date
- d. Government Contracting Activity
- e. Original Contract
- f. Value Period of Performance
- g. Program Title
- h. Contract Effort Description
- i. Place of Performance
- j. Points of Contact

7.3. (U) The Contractor shall not release any information (including photographs, files, public announcements, statements, denials or confirmations) on any part of the subject matter of this contract any phase of any program or regarding individuals without the prior written approval of the CO

7.4. (U) The Contractor will not be required to maintain or store classified information.

8. (U) **DELIVERABLES AND REPORTING REQUIREMENTS:**

8.1. (U) **PERSONNEL:** The Contractor shall ensure Contracted Personnel are willing to work in the conditions outlined in this SOW and meet all requirements and standards set forth in this SOW.

8.1.1 (U) **Resumes:** The Contractor shall submit UNCLASSIFIED resumes of key personnel to include the CONUS Program Manager and 7 OCONUS On-Site Managers. The Government reserves the right to review resumes, employee qualifications and linguist test scores prior to acceptance of individuals for

assignment. The COR/PM will work with the Contractor to ensure any references to specific prior work experience contained in these resumes is unclassified. The Contractor shall notify the COR/PM prior to making any changes in individuals as key personnel to this contract, and must demonstrate that the qualifications of the personnel are equal to or better than the qualifications of personnel being replaced. These changes in personnel shall have the approval of the COR/PM or designee. Additionally, all contractor personnel will bring soft and/or hard copy of their resume to the theater. Their resumes will help the local commander ascertain where personnel may be assigned in the various organizations being supported.

8.2. (U) **MONTHLY REPORTS:** The Contractor shall submit a monthly Status Report, by the 5th of each month, providing an updated listing of all contract personnel and their places of assignment. This report shall include the start date of the deployment, break in the number of days served (including the reasons for break of service), travel records, if any for the listed personnel, in case the Contractor Personnel performed services outside of his /her area. The listing shall be by area and unit assigned and by category of Contractor Personnel. The monthly report will contain the financial status of the contract; funds expended, projected costs. The monthly report shall also provide highlights or areas of concerns or problems in the contract, if any. The report shall be submitted to the CO and the COR/PM.

9. (U) **CONSTRAINTS:** Contractor Personnel will not be allowed to participate in any budgetary/financial-related nor government personnel-related performance evaluation activity. Contractor Personnel will not represent the interest of the United States Government, conduct negotiations, direct operations, issue requirements, nor perform supervisory duties of government personnel.

10. (U) **INVOICING:** Invoices shall be submitted through the Electronic Invoicing internet website using the procedures described at <http://www.nsa.gov/business/busin00004.cfm>, unless otherwise authorized. Access to the Electronic Invoicing website requires an External Certificate Authority/Interim External Certificate Authority (ECA/IECA) PKI certificate. Information on purchasing an ECA/IECA certificate is available on the internet at: <http://iase.disa.mil/pki/eca/index.html>. Contact the Electronic Commerce office at (410) 854-5445 if you need additional information. After obtaining the ECA/IECA certificate, contact the Electronic Commerce office to obtain an account if one does not currently exist. The Government requests that concurrent "hard copies" of invoices be submitted in addition to the required electronic invoices. Send one (1) each "hard copy" invoice concurrently with your electronic invoice, but to the following addressees:

Contracting Officers Representative
Phyllis Rowe 202-231-7612
Phyllis.rowe@dia.mil

Contracting Officer: Michelle Crecca
703-907-0579, michelle.crecca@dia.mil

10.1. (U) At a minimum, all invoices—whether electronic invoice or hard copy-- must contain the following:

- a) Name and address of the contractor.
- b) Invoice date and invoice number.
- c) Contract, Purchase Order or other authorization for supplies delivered or services performed (if award is a delivery or job order, ensure entire contract number - basic award and order number - is included)
- d) Description, quantities and prices must be described exactly as shown on the contract, including Line Item and Accounting Classification Reference Number (ACRN) if delineated in the contract.
- e) Name of the Contractor official and address to whom payment is to be sent (if other than Electronic Funds Transfer is authorized.)
- f) Shipping/payment terms (date of shipment, address, discount for prompt payment)
- g) Name, title, phone number and mailing address of person to be notified in the event of a defective invoice.
- h) Taxpayer Identification Number (TIN), Electronic Funds Transfer (EFT) banking information, and DUNS number.
- i) COR name.
- j) Labor will be individually based on actual labor provided. Firm Fixed Price ODC's will be invoiced monthly for each period of performance.
- k) Any other information or documentation required by the contract.

10.2. (U) The contractor is authorized to invoice monthly. Labor will be individually based on actual labor provided. Firm Fixed Price ODC's will be invoiced monthly for each period of performance.

10.3. (U) The Contracting Officer's Representative (COR) is required to review and approve invoices as part of the payment process. When invoicing electronically, the identified COR will automatically receive notification of a pending invoice. If a concurrent hardcopy invoicing has been authorized, prominently mark all transmittals or envelopes that contain invoice copies "DUPLICATE INVOICE ENCLOSED" for CORs in order to ensure timely payment.

10.4. (U) Note: Payment approvals under cost reimbursement type contracts, including time and materials/labor hour contracts, are considered provisional invoice approvals until DCAA or other cognizant government audit authority has determined that the costs and fees under the contract are valid and allowable.

10.5. (U) Questions regarding payment shall be directed to the Finance and Accounting Office at (410) 854-7657.

11. (U) **PERIOD OF PERFORMANCE:** The period of performance for this contract is 5 years. A one-year base period and eight (8) six month option periods.

12. (U) **KEY GOVERNMENT PERSONNEL:** The CO for the contract will be Michelle Crecca AE-2D (703) 907-0579. The COR for this contract is Mr. John Manclark DHG-4B (202) 231-7617.

Number of Personnel Required: 50 Total

Iraq

Language Required	Total Linguists	Above Normal Physical Activity
Iraqi Arabic	15	2
Kurdish Sorani	5	
Kurdish Bahdinani	2	
Persian Farsi	3	2

25

Afghanistan

Language Required	Total Linguists	Above Normal Physical Activity
Pashto/Dari/Urdu/Farsi	4	4
Waziri Pashto	2	2
Pashto/Farsi	4	4
Pashto/Farsi/Dari	2	2
Pashto/Dari	4	
Farsi/Dari	5	
Kabuli/Pashto	2	
Kandahari/Pashto	2	
	25	
Total	50	

1. 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (SEP 2005)

(Reference 12.301)

2. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
<http://www.arnet.gov/far/>

(End of clause)

3. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest after Award (Aug 1996) (31 U.S.C. 3553).

(2) 5.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)
(Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

_____ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

_____ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(4) [Reserved]

(5)

_____ (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

_____ (ii) Alternate I (Oct 1995) of 52.219-6.

_____ (iii) Alternate II (Mar 2004) of 52.219-6.

(6)

_____ (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

_____ (ii) Alternate I (Oct 1995) of 52.219-7.

_____ (iii) Alternate II (Mar 2004) of 52.219-7.

XX (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

XX (8) (i) 52.219-9, Small Business Subcontracting Plan (July 2005) (15 U.S.C. 637(d)(4).

_____ (ii) Alternate I (Oct 2001) of 52.219-9.

_____ (iii) Alternate II (Oct 2001) of 52.219-9.

_____ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

(10)

- _____ (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323)
(if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- _____ (ii) Alternate I (June 2003) of 52.219-23.
- _____ (11) 52.219-25, Small Disadvantaged Business Participation Program- Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- _____ (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- _____ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- XX (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- XX (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- XX (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- XX (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- XX (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- XX (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- XX (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- XX (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (22)
- _____ (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- _____ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- _____ (23) 52.225-1, Buy American Act-Supplies (June 2003)(41 U.S.C. 10a-10d).
- (24)
- _____ (i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (Jan 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- _____ (ii) Alternate I (Jan 2004) of 52.225-3.
- _____ (iii) Alternate II (Jan 2004) of 52.225-3.
- XX (25) 52.225-5, Trade Agreements (Jan 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- XX (26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- _____ (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).
- _____ (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
- _____ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX (31) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

XX (32) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

XX (33) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

XX (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(35)

____ (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

____ (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor

Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241 (b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

4. 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

5. 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years 6 months.

(End of Clause)

6. RESERVED

7. 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

8. 52.999-4031 SECURITY REQUIREMENTS

a. The Contractor shall maintain and administer a security program in accordance with Industrial Security Manual DoD 5220.22M and DIA Manual 50-5. Copies of these documents are available for review in the office of the Contracting Officer.

b. Loss or suspension of required security clearance as set forth on the DD Form 254, "Contract Security Classification Specifications," would result in contractor's inability to perform in accordance with the terms and conditions of this contract. As a result of this failure to perform, the contractor is subject to default under the appropriate termination clause herein.

c. The Government reserves the right to direct any contractor employee to be removed from performance, direct or indirect, whenever there is probable cause to believe, on the basis of all facts available, that such action is warranted in the interest of national security, whether or not the cause is deemed of sufficient severity to warrant action to terminate the Contractor's or individual's security clearance. The Government also reserves the right to direct any contractor employee to be removed from performance, direct or indirect, for the period of time necessary to conduct any investigation of alleged misconduct which may in the opinion of the Contracting Officer jeopardize the security of the project.

d. Military security requirements in the performance of this contract shall be maintained in accordance with the DD Form 254 listed in Section J. The highest classification involved in the performance of this contract is Top Secret

This contract document is unclassified.

e. The contractor will not use any electrical information processing equipment in his possession for the purpose of processing or transmitting classified information under this contract without the written permission of the Contracting Officer.

(End of clause)

9. 52.999-4042 CHANGE IN KEY PERSONNEL

The contractor shall notify the Contracting Officer prior to making any change in the individuals identified in the proposal as key personnel assigned to this contract. The contractor must demonstrate that the qualifications of the prospective personnel are equal to, or better than, the qualifications of the person.

(End of clause)

10. 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

(a) Definitions. As used in this clause - "Commercially available off-the-shelf (COTS) item"—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1

(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) All new employees.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JAN 2009)

(a) *Definitions.* As used in this clause—

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

“Designated operational area” means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

“Law of war” means that part of international law that regulates the conduct of armed hostilities.

The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

“Subordinate joint force commander” means a sub-unified commander or joint task force commander.

(b) *General.*

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in—

- (i) Contingency operations;
- (ii) Humanitarian or peacekeeping operations; or
- (iii) Other military operations or military exercises, when designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in their contract or with their job description and terms of employment.

(iii) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.*

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

- (A) The Contractor cannot obtain effective security services;
- (B) Effective security services are unavailable at a reasonable cost; or
- (C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor

personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(4) Contractor personnel must have a letter of authorization issued by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) *Compliance with laws and regulations.*

(1) The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

- (i) United States, host country, and third country national laws;
- (ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;
- (iii) United States regulations, directives, instructions, policies, and procedures; and
- (iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(e) *Pre-deployment requirements.*

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

- (i) All required security and background checks are complete and acceptable.
- (ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All personnel have received personal security training. At a minimum, the training shall—

- (A) Cover safety and security issues facing employees overseas;
- (B) Identify safety and security contingency planning activities; and
- (C) Identify ways to utilize safety and security personnel and other resources

appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract,

in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the

Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, *et seq.*);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(f) *Processing and departure points.* Deployed Contractor personnel shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) *Personnel data.*

(1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain the data.

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(h) *Contractor personnel.*

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall—

- (i) Identify all personnel who are subject to military mobilization;
- (ii) Detail how the position would be filled if the individual were mobilized; and
- (iii) Identify all personnel who occupy a position that the Contracting Officer has

designated as mission essential.

(3) Contractor personnel shall report to the Combatant Commander or a designee, or through other channels such as the military police, a judge advocate, or an inspector general, any suspected or alleged conduct for which there is credible information that such conduct—

- (i) Constitutes violation of the law of war; or

(ii) Occurred during any other military operations and would constitute a violation of the law of war if it occurred during an armed conflict.

(i) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons—

(i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The [Contracting Officer to specify the appropriate individual, e.g., Contracting Officer's Representative, Regional Security Officer] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

- (i) Are adequately trained to carry and use them—
 - (A) Safely;
 - (B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and
 - (C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;
- (ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and
- (iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.
- (4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.
- (5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.
- (k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.
- (l) *Purchase of scarce goods and services.* If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.
- (m) *Evacuation.*
 - (1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.
 - (2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.
- (n) *Next of kin notification and personnel recovery.*
 - (1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.
 - (2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.
- (o) *Mortuary affairs.* Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.
- (p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.
- (q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S.

Armed Forces deployed outside the United States in—

- (1) Contingency operations;
- (2) Humanitarian or peacekeeping operations; or
- (3) Other military operations or military exercises, when designated by the Combatant

Commander.

(End of clause)

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION				1. CLEARANCE AND SAFEGUARDING	
<i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				a. FACILITY CLEARANCE REQUIRED Top Secret	
				b. LEVEL OF SAFEGUARDING REQUIRED None	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)			3. THIS SPECIFICATION IS: (X and complete as applicable)		
a. PRIME CONTRACT NUMBER HHM402-09-F-0658			X		a. ORIGINAL (Complete date in all cases) Date (YYYYMMDD) 20090925
b. SUBCONTRACT NUMBER					b. REVISED (Supersedes all previous specs) REVISION NO. Date (YYYYMMDD)
X c. SOLICITATION OR OTHER NUMBER PR 211/0049A/09			DUE Date (YYYYMMDD)		c. FINAL (Complete item 5 in all cases) Date (YYYYMMDD)
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.					
5. IS THIS A FINAL DD Form 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____ retention of the classified material is authorized for the period of _____					
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)					
a. NAME, ADDRESS, AND ZIP CODE SOS International Ltd. 1900 Campus Commons Drive, Suite 250 Reston, VA 20191			b. CAGE CODE 48XC4		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) Defense Security Service 14428 Albemarle Point Place, Suite 140 Chantilly, VA 20151 (703) 428-0018
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE N/A			b. CAGE CODE N/A		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) N/A
8. ACTUAL PERFORMANCE					
a. LOCATION See Block 13			b. CAGE CODE N/A		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) N/A
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT Linguistic Support					
10. THIS CONTRACT WILL REQUIRE ACCESS TO:					
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
			X	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	YES X
b. RESTRICTED DATA			X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION			X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	X
d. FORMERLY RESTRICTED DATA			X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	X
e. INTELLIGENCE INFORMATION			X	e. PERFORM SERVICES ONLY	X
(1) Sensitive Compartmented Information (SCI)		X		f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	X
(2) Non-SCI		X		g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	X
f. SPECIAL ACCESS INFORMATION			X	h. REQUIRE A COMSEC ACCOUNT	X
g. NATO INFORMATION			X	i. HAVE TEMPEST REQUIREMENTS	X
h. FOREIGN GOVERNMENT INFORMATION			X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	X
i. LIMITED DISSEMINATION INFORMATION			X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	X
j. FOR OFFICIAL USE ONLY INFORMATION		X		l. OTHER (Specify) Precontract Award access to classified is not required. Classified ADP processing will be involved. All provisions of ICD (Intelligence Community Directive) 503 "Policy for Information Technology Systems Security Risk Management, Certification and Accreditation" and DOD Information Technology Security Certifications and Accreditation Process apply.	
k. OTHER (Specify)		X			

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

☐ Direct ☒ Through (Specify)

the Contract Monitor / Contracting Officer Representative (CM/COR): Phyllis Rowe (202) 231-7612. NO PUBLIC RELEASE OF SCI IS AUTHORIZED. Requests for other than SCI must be approved through the CM/COR and appropriate channels prior to release.

13. SECURITY GUIDANCE:

The Security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended.

8a./11a. Contract performance and access to classified material is restricted to DIA and/or other U.S. Government-controlled facilities. The using contractor or U.S. Government activity will provide security classification guidance for the performance of this contract.

10e. (1) See attached SCI Release of Intelligence Information for additional security requirements. Access to intelligence information requires SCI indoctrination and a final Top Secret U.S. Government clearance. Contractor will require access DCID 6/6 "Security Controls on the Dissemination of Intelligence Information," and DCID 6/1 "Security Policy for SCI and Security Policy Manual." For SCI Requirements: The contractor must provide individuals who are able to achieve and maintain the adjudicative standards set forth in the Intelligence Community Directive (ICD) Number 704 "Personnel Security Standards And Procedures Governing Eligibility For Access To Sensitive Compartmented Information And Other Controlled Access Program Information," for continued employment. As a further enhancement of security measures, for the protection of classified information, the Contractor agrees to permit necessary polygraph interviews on Contractor personnel having access to National Security Information (NSI) under this contract. It is understood that the polygraph interview will be limited to counterintelligence issues.

10e. (2) See attached Non-SCI Release of Intelligence Information for additional security requirements. Contractor will require access to DCID 6/5 "Policy for the Protection of Certain non-SCI Sources and Methods Information (SAMI)." For Non-SCI Requirements: Top-Secret: All contractor personnel assigned under this contract must possess a current Top Secret security clearance. Personnel are required to sign a non-disclosure statement. DIA Security Office will provide personnel security guidance for the performance of this contract. As a further enhancement of security measures, for the protection of classified information, the Contractor agrees to permit necessary polygraph interviews on Contractor personnel having access to National Security Information (NSI) under this contract. It is understood that the polygraph interview will be limited to counterintelligence issues.

10j. FOR OFFICIAL USE ONLY INFORMATION (FOUO): The Contractor is authorized and may have access to UNCLASSIFIED information/material identified as "For Official Use Only" (FOUO). The contractor is prohibited from further disclosure/dissemination of this information without the expressed written authorization of DIA. FOUO information provided under this contract shall be safeguarded as specified in DoD 5200.1-R "Information Security Program, January 1997", and may be supplemented by DIA. In addition, contractors or subcontractors must obtain written approval from the DIA COMCOR/COTR or DIA Office for Congressional and Public Affairs (CP) prior to posting any unclassified information that was provided to them by DIA on any Web site or the Internet. This will also apply to any acknowledgement of association between the contractor/subcontractor and DIA.

10k. Before an employee departs, the contractor will ensure the employee goes through DIA SSO to be debriefed and return all badges to Personnel Security. Failure on the part of the contractor for not ensuring their employee is properly debriefed will result in a security violation against the company.

All classified visit requests by contractors shall be forwarded to the COR for approval and need-to-know certification before being sent to the facility to be visited.

The COR must be notified and approve the receipt and/or generation of classified information under this contract.

See Block 13 Continuation

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. ☒ Yes ☐ No

(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use item 13 if additional space is needed.)

Access to intelligence information requires a special briefing and a final U.S. Government clearance at appropriate level for access.

Foreign nationals are prohibited from access to any classified information. Prior approval of Contracting Officer is required for subcontracting coordination through the COR, Phyllis Rowe (202) 231-7612.

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. ☒ Yes ☐ No

(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use item 13 if additional space is needed.)

DIA has exclusive security responsibility for all SCI classified material released to or developed under this contract. DSS is relieved of security inspection responsibility for all such material. DSS retains oversight/inspection responsibilities for facility clearance requirements and collateral information outside of DIA facilities.

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL
Leo Cole

b. TITLE
Senior Security Officer

c. TELEPHONE
(703) 907-0953

d. ADDRESS (Include Zip Code)
DIA/DAC-2 (Industrial Security Program)
3100 Clarendon Blvd.
Arlington, VA 22201-5300

17. REQUIRED DISTRIBUTION

- ☒ a. CONTRACTOR
☐ b. SUBCONTRACTOR
☒ c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
☐ d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
☒ e. ADMINISTRATION CONTRACTING OFFICER
☐ f. OTHERS AS NECESSARY:

Block 13 Continuation

Contract #: HHM402-09-F-0658

All classified information received and/or generated under this contract is the property of the U.S. Government regardless of proprietary claims. Upon completion or termination of this contract, the U.S. Government will be contacted for destruction or disposition instructions.

11e. Contract is for linguistic support services. Actual knowledge of classified information is required for performance of this contract. Cleared personnel are required to perform this service because access to classified information cannot be precluded. The contractor is not authorized to release classified information to any activity or person, including sub-contractors, without the government contracting officer's representative written approval. Only with the express permission of the government's contracting officer's representative may the contractor reproduce any classified information/material. All requirements for control and accounting for original documentation and copies apply.

11f. Contractor and its subcontractors, when performing or traveling outside the United States under this contract shall:

- a. Affiliate with the Overseas Security Advisory Council, if the contractor or subcontractor is a U.S. entity;
- b. Ensure personnel who are in-country on a non-transitory basis, register with the U.S. Embassy, and that contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- c. Provide all personnel with antiterrorism/force protection awareness information commensurate with which the DoD provides to its military and civilian personnel, to the extent such information can be made available prior to travel outside the United States.
- d. Obtain and comply with the most current antiterrorism/force protection guidance for contractor personnel.
- e. Overseas places of performance are expected to include: Iraq, Afghanistan and other places as determined by need.

11j. OPSEC requirements apply. The contractor will reference & comply with DoD 5205.2 "DoD Operations Security Program," for guidance on operations security (OPSEC) requirements, plus any additional supplements that may be added by DIA on a case-by-case basis.

11i. Contractors shall provide all cleared employees with security training and briefings commensurate with their involvement with classified information. The contractor shall provide all cleared employees with some form of security education and training at least annually. Refresher training shall reinforce the information provided during the initial security briefing and shall keep cleared employees informed of appropriate changes in security regulations. Contractors shall maintain records about the programs offered and employee participation in them. Contractors may obtain defensive security, threat awareness, and other education and training information and material from their CSA or other sources.

**Contract Expiration Date: 30 SEP 2010 [Option Year 1: 30 SEP 2011][Option Year 2: 30 SEP 2012]
[Option Year 3: 30 SEP 2013][Option Year 4: 30 SEP 2014]**

Attachment 1

Release of Non-SCI Intelligence Information to DOD Contractors

ATTACHMENT TO DD FORM 254 FOR CONTRACT NO: HHM402-09-F-0658

CONTRACT EXPIRATION DATE: 30 SEP 2010 [Option Year 1: 30 SEP 2011][Option Year 2: 30 SEP 2012]
[Option Year 3: 30 SEP 2013][Option Year 4: 30 SEP 2014]

1. Requirements for access to non-SCI:

- a. Any collateral classified and/or proprietary sensitive information obtained by contractors on behalf of DIA's mission, will only be discussed or processed in facilities approved by DIA leadership. At no time, will such information be discussed or shared with unauthorized contractors. All DIA contractor employees will be required to sign a DIA Non-Disclosure Agreement stating the same.
- b. All intelligence material released to the contractor remains the property of the US Government and may be withdrawn at any time. Contractors must maintain accountability for all classified intelligence released into their custody.
- c. The contractor must not reproduce intelligence material without the written permission of the originating agency through the contracting officer's representative (COR). If permission is granted, each copy shall be controlled in the same manner as the original.
- d. The contractor must not destroy any intelligence material without advance approval or as specified by the contracting officer's representative (COR). (EXCEPTION: Classified waste shall be destroyed as soon as practicable in accordance with the provisions of the Industrial Security Program).
- e. The contractor must restrict access to only those individuals who possess the necessary security clearance and who are actually providing services under the contract with a valid need to know. Further dissemination to other contractors, subcontractors, other government agencies, private individuals or organizations is prohibited unless authorized in writing by the originating agency through the COR.
- f. The contractor must ensure each employee having access to intelligence material is fully aware of the special security requirements for this material and shall maintain records in a manner that will permit the contractor to furnish, on demand, the names of individuals who have had access to this material in their custody.
- g. Intelligence material must not be released to foreign nationals or immigrant aliens whether they are consultants, US contractors, or employees of the contractor and regardless of the level of their security clearance, except with advance written permission from the originator. Requests for release to foreign nationals shall be initially forwarded to the contracting officer's representative and shall include:
 - i. A copy of the proposed disclosure.
 - ii. Full justification reflecting the benefits to US interests.
 - iii. Name, nationality, particulars of clearance, and current access authorization of each proposed foreign national recipient.
- h. Upon completion or termination of the classified contract, or sooner when the purpose of the release has been served, the contractor will return all classified intelligence (furnished or generated) to the source from which received unless retention or other disposition instructions (see DCID 6/1) are authorized in writing by the COR, and a Final DD254 is generated.
- i. The contractor must designate an individual who is working on the contract as custodian. The designated custodian shall be responsible for receipting and accounting for all classified intelligence material received under this contract. This does not mean that the custodian must personally sign for all classified material. The inner wrapper of all classified material dispatched should be marked for the attention of a designated custodian and must not be opened by anyone not working directly on the contract.

- j. Within 30 days after the final product is received and accepted by the procuring agency, classified intelligence materials released to or generated by the contractor, must be returned to the originating agency through the contracting officer's representative unless written instructions authorizing destruction or retention are issued. Requests to retain material shall be directed to the COR for this contract in writing and must clearly indicate the justification for retention and identity of the specific document to be retained.
 - k. Classification, regarding, or declassification markings of documentation produced by the contractor shall be consistent with that applied to the information or documentation from which the new document was prepared. If a compilation of information or a complete analysis of a subject appears to require a security classification other than that of the source documentation, the contractor shall assign the tentative security classification and request instructions from the contracting officer's representative. Pending final determination, the material shall be safeguarded as required for its assigned or proposed classification, whichever is higher, until the classification is changed or otherwise verified.
2. Intelligence material carries special markings. The following is a list of the authorized control markings of intelligence material:
- a. "Dissemination and Extraction of Information Controlled by Originator (ORCON)." This marking is used, with a security classification, to enable a continuing knowledge and supervision by the originator of the use made of the information involved. This marking may be used on intelligence, which clearly identifies, or would reasonably permit ready identification of an intelligence source or method, which is particularly susceptible to countermeasures that would nullify or measurably reduce its effectiveness. This marking may not be used when an item or information will reasonably be protected by use of other markings specified herein, or by the application of the "need-to-know" principle and the safeguarding procedures of the security classification system.
 - b. "Authorized for Release to (Name of Country(ies)/International Organization)." The above is abbreviated "REL _____." This marking must be used when it is necessary to identify classified intelligence material the US government originator has predetermined to be releasable or has been released through established foreign disclosure channels to the indicated country(ies) or organization.
3. The following procedures govern the use of control markings.
- a. Any recipient desiring to use intelligence in a manner contrary to restrictions established by the control marking set forth above shall obtain the advance permission of the originating agency through the COR. Such permission applies only to the specific purposes agreed to by the originator and does not automatically apply to all recipients. Originators shall ensure that prompt consideration is given to recipients' requests in these regards, with particular attention to reviewing and editing, if necessary, sanitized or paraphrased versions to derive a text suitable for release subject to lesser or no control markings.
 - b. The control marking authorized above shall be shown on the title page, front cover, and other applicable pages of documents, incorporated in the text of electrical communications, shown on graphics, and associated (in full or abbreviated form) with data stored or processed in automatic data processing systems. The control marking also shall be indicated by parenthetical use of the marking abbreviations at the beginning or end of the appropriate portions. If the control marking applies to several or all portions, the document must be marked with a statement to this effect rather than marking each portion individually.
 - c. The control markings shall be individually assigned at the time of preparation of intelligence products and used in conjunction with security classifications and other marking specified by E.O. 12958 and its implementing security directives. The marking shall be carried forward to any new format in which the same information is incorporated including oral and visual presentations.
4. Request for release of intelligence material to a contractor must be prepared by the contracting officer's representative (COR) and submitted to the Senior Intelligence Officer or his designated representative. This should be accomplished as soon as possible after the contract has been awarded. The request will be prepared and accompanied with a letter explaining the requirements and copies of the DD Form 254 and Statement of Work.

Attachment 2

**RELEASE OF SENSITIVE COMPARTMENTED INFORMATION (SCI) INTELLIGENCE
INFORMATION TO US CONTRACTORS**

ATTACHMENT TO DD FORM 254 FOR CONTRACT NO: HHM402-09-F-0658
NUMBER OF SCI BILLETS AUTHORIZED: As Required

CONTRACT EXPIRATION DATE: 30 SEP 2010 [Option Year 1: 30 SEP 2011][Option Year 2: 30 SEP 2012]
[Option Year 3: 30 SEP 2013][Option Year 4: 30 SEP 2014]

The Director, DIA has exclusive security responsibility for all Sensitive Compartmented Information (SCI): classified material released to or developed under the contract and held within the Contractor SCI Facility (SCIF). DoD 5105.21-M-1, (SCI Administrative Security Manual), DCID 6/1, DCID 6/3, DCID 6/4, DCID 6/6, DCID 6/7, DCID 6/9, National Industrial Security Program Operating Manual (NISPOM), DoD 5220.22-R (Department of Defense Industrial Security Program) and will comply with all regulations/manuals/directives stated therein which provide the necessary security & classification guidance for personnel, information, physical, AIS, and technical security measures and is a part of the SCI security specifications for the contract. Inquiries pertaining to SCI classification guidance determination or interpretations shall be directed to the Contracting Officer /Contracting Officer Representative (CO/COR) identified in Block 12 of the attached DD254.

1. Requirements for access to SCI:

- a. All SCI will be handled in accordance with special security requirements, which will be furnished by the designated responsible special security office (SSO).
- b. SCI will not be released to contractor employees without specific release approval of the originator of the material as outlined in governing directives; based on prior approval and certification of "need-to-know" by the designated contractor.
- c. Names of contractor personnel requiring access to SCI will be submitted to the contracting officer's representative (COR) for approval. (The contracting officer's representative is identified in Block 12 of the DD Form 254.) Upon receipt of written approval from the COR, the company security officer will submit request(s) for special background investigations in accordance with the NISPOM, to the Defense Industrial Security Clearance Office (DISCO). A copy of the personnel security questionnaire (SF-86) should be forwarded to the DIA Personnel Security Office.
- d. Inquiries pertaining to classification guidance on SCI will be directed through the CSSO to the responsible COR as indicated on the DD Form 254.
- e. SCI furnished in support of this contract remains the property of the Department of Defense (DoD) department, agency, or command originator. Upon completion or cancellation of the contract, SCI furnished will be returned to the direct custody of the supporting SSO, or destroyed LAW instructions outlined by the COR.
- f. SCI will be stored and maintained only in properly accredited facilities at the U.S. Government's location.
- g. The DIA Security Office will recognize the above noted expiration date as the completion date for the contract. The DIA SCI security office will initiate action to debrief contractor personnel with access to this contract unless extensions or modifications to the contract are received by the DIA SCI security office no later than 30 days after the established completion date.
- h. The contractor is governed by DCID 6/4, 'Personnel Security Standards and Procedures Governing Eligibility for Access to Sensitive Compartmented Information (SCI)' and as may be supplemented by DIA. Although contractor personnel may be eligible for access to SCI or currently possess an SCI personnel security clearance with another non-DIA agency, contractor personnel performing on this contract must be adjudicated by DIA/DAC-3 prior to having access to SCI information retained by DIA, unescorted access to DIA spaces, and receipt of a DIA issued contractor badge. The contractor will identify in writing, contractor personnel assigned to this contract by NAME, SSN, Date of Birth and Place of Birth, and provide this documentation to the CO/COR identified in paragraph 3, above. The CO/COR will forward a copy of this documentation to DIA/DAC-3 for adjudication. This documentation will be marked and protected under the Privacy Act of 1974.
- i. Electronic processing of SCI must be accomplished on equipment accredited in accordance with DoD 5105.21-M-1, DIAM 50-4, DCID 6/3, and the Joint DoDIIS Cryptologic SCI Information Systems Security Standards.

2. The contracting officer's representative (COR) will:

- a. Review the SCI product for contract applicability and determine that the product is required by the contractor to complete contractual obligations. After the COR has reviewed the SCI product(s) for contract applicability and

determined that the product is required by the contractor to complete obligations, the COR must request release from the originator through the Intelligence Division. Originator release authority is required on the product types below:

- i. Documents bearing the control markings of ORCON, PROPIN.
 - ii. GAMMA controlled documents.
 - iii. Any NSA/SPECIAL marked product.
 - iv. All categories as listed in DoD 5105.21-M-1.
- b. Prepare or review contractor billet/access requests to insure satisfactory justification (need-to-know) and completeness of required information.
 - c. Approve and coordinate visits by contractor employees when such visits are conducted as part of the contract effort.
 - d. Maintain records of all SCI material provided to the contractor in support of the contract effort. By 15 January (annually), provide the contractor, for inventory purposes, with a complete list of all documents transferred by contract number, organizational control number, copy number, and document title.
 - e. Determine dissemination of SCI studies or materials originated or developed by the contractor.
 - f. Within 30 days after completion of the contract, provide written disposition instructions for all SCI material furnished to, or generated by, the contractor with an information copy to the supporting SSO.
 - g. Review and forward all contractor requests to process SCI electronically to the accrediting SSO for coordination through appropriate SCI channels.
 - h. Request for release of intelligence material to a contractor must be prepared by the contracting officer's representative (COR) and submitted to the DIA Senior Intelligence Officer or his designated representative. This should be accomplished as soon as possible after the contract has been awarded. A letter explaining the requirement shall be attached to the request along with a copy of the DD Form 254 and the Statement of Work.
3. The contractor will inform the CO/COR and the DIA SCI security office at least 20 working days in advance of any business visits that will involve the passing of access from one location to another. (Note: Emergency exceptions will be handled on a case-by-case basis.) The CO/COR will certify need-to-know and approve passing of clearances by DIA SCI security offices.
 4. SCI with restrictive caveats will be released to the contractor only when the originator's approval has been obtained. All other SCI may be released to the contractor on approval by the CO/COR. The contractor will not release SCI to any personnel without prior approval from the CO/COR.
 5. Transporting of SCI on commercial aircraft is only authorized by an exception waiver issued by the DIA Senior Intelligence Officer (SIO).
 6. The contractor is authorized direct communications with the designated CO/COR and the DIA SCI security office in all matters pertaining to SCI requirements. The CO/COR identified in Block 12 of the DD254 will receive a copy of any correspondence, which may have an impact upon the contractor's ability to perform under this contract.
 7. On receipt of any SCI that impacts the cost of the contract, the contractor will inform the CO/COR, who, in turn, will notify the Contracting Officer/Activity prior to expending additional funds. The DIA SCI security office will receive a copy of this cost modification as well.
 8. Contractors who have TOP SECRET/SCI access may have unescorted access to a government facility, including Government Owned Contractor Operated (GOCO) facilities, and may be permitted to work alone inside the facility without the requirement for the presence of a U.S. Government employed representative provided all PROPIN, ORCON, GAMMA, SIOP, CNWDI, Law Enforcement Sensitive (LES) and other special program materials are secured to preclude contractor access to this material, or a non-disclosure form is signed by the contractor(s) w/ written approval of the originating agency, or if a U.S. Government employee (military or civilian) is on-site at the time.
 9. Electronic processing of SCI must be accomplished on equipment accredited in accordance with DoD 5105.21-M-1, DIAM 50-4, DCID 6/3, and the Joint DoDIIS Cryptologic SCI Information Systems Security Standards.

Security Addendum - Standard
As Applied to Contract
HHM402-09-F-0658
Dated: 25 SEP 2009

1. The name, telephone number, and address of the CO/COR for this contract is: Phyllis Rowe (202) 231-7612.
2. The private use of classified information is not permitted except in furtherance of a lawful and authorized Government purpose.
3. Security briefings will be in accordance with the NISPOM, and/or other appropriate directives, (DoD 5105.21-M-1). In all cases, the employee will be briefed on his/her obligation to safeguard the information. The employee/contractor will be debriefed according to the applicable regulations when the access is terminated and/or no longer has the need-to-know.
4. The Special Security Officer/Contractor Special Security Officer, (SSO/CSSO) will maintain records, by name and title, of all employees and authorized visitors who have access to the classified and/or intelligence material. The SSO/CSSO will confirm that all employees/visitors are appropriately cleared and authorized, prior to gaining access to the material.
5. **ALL MATERIALS GENERATED BY THE CONTRACTOR** (including but not limited to correspondence, drawings, models, mockups, photographs, schematics, status, progress, and special reports) will be classified according to its own content and/or by special instructions issued by the CSA, Contracting Officer or his/her duly appointed representative.
6. Special instructions and controls for the handling, processing, storing, and transmission of classified information and material are provided in the appropriate regulations, manuals, or directive. The documents are identified as follows: DIAM (58-Series Manuals) and DIA Desk Reference Guide to Executive Order 12958.
7. The contractors will not release classified and/or intelligence material to any activity, employee, or other person not directly engaged in providing under this contract unless specific written authorization for such release is received from the CO/COR. This prohibition precludes release without written authority to another contractor or subcontractor, Government agency, private individual, or organization.
8. Unclassified information released or generated under this contract will be restricted in its dissemination to contractor and Government personnel involved in the contract. Release in open literature or exhibition of such information is strictly prohibited without permission of the CO/COR.
9. Intelligence material, whether or not bearing control markings, will not be released to foreign visitors, foreign nationals, or immigrant aliens regardless of their position or level of their security clearance, except with the specific permission of the originating agency.
10. If the contractor is required to utilize any wireless transmitter devices, to include radio frequency (RF) or infrared (IR) to support this contract, the contractor must contact DIA/DAC-2A2 and identify the device(s), the planned use purpose or scope of the devices, respond to requests for additional information concerning such devices, and comply with TEMPEST guidelines identified by DAC-2A2.
11. The contractor will comply with DIA policy, and policy as may be revised, regarding the use of Personal Electronic Devices (PED) within DIA accredited spaces. Should the contractor be within spaces belonging to another agency (host), the contractor will comply with the host requirement. A PED is any electronic device that receives, transmits, stores, processes, records audio/visual, scans, or otherwise is capable of manipulating information in any form. A PED includes but is not limited to cellular telephones, cameras, pocket scanners, voice recorders, pagers, and computers.
12. Classified and/or intelligence related material released to or generated by the contractor may be destroyed locally by the contractor. Such destruction will be in accordance with the applicable regulations: DoD 5105.21-M-1 or Chapter 5, Section 7, NISPOM, utilizing destruction procedures, devices, methods, or equipment approved by the National Security Agency.
13. By virtue of access to SCI and/or intelligence material, contractor employees may have restrictions placed on them for foreign travel in or through designated countries or geographic areas. The contractor shall be responsible for exercising adequate supervision to assure that employees are willing to comply with notification requirements for anticipated and completed foreign travel.
14. Subcontracting this contract or any portion thereof of this contract requires the contractor to sponsor the subcontractor and be approved by the CO/COR. The prime contractor must complete a separate DD 254. Additionally the subcontractor must have

a final facility clearance issued by Defense Security Service (DSS) or other U.S. Government agency authorized to issue equivalent clearances.

15. Contractors are prohibited from having access to "PROPRIETARY INFORMATION" (abbreviated PROPIN or PR), and "DISSEMINATION AND EXTRACTION OF INFORMATION CONTROLLED BY ORIGINATOR" (abbreviated ORCON) unless in compliance with one of the following:
- a. The originating agency of the PROPIN and ORCON provides written consent to the accessing contractor, and the accessing contractor agrees in writing with the originating agency not to divulge, use, or otherwise release PROPIN and ORCON. The originating agency of the PROPIN and ORCON is responsible for identifying and marking PROPIN and ORCON. The CO/COR is responsible for identifying marked PROPIN and ORCON information within their control and initiating the request and release documentation between the originating agency owning the PROPIN and ORCON and the accessing contractor. If the originating agency of the PROPIN and ORCON fails to or denies access to the accessing contractor, or if the accessing contractor fails to or does not agree to not to divulge, use, or otherwise release the PROPIN and ORCON, then the CO/COR is responsible for denying PROPIN and ORCON access until the appropriate documentation has been completed. Contractors, who intentionally obtain access to PROPIN and ORCON without the required documentation, may be subject to civil and criminal liabilities and penalties as provided by law. US Government employees who release PROPIN and ORCON, whether intentionally or accidentally to unauthorized contractors, are subject to civil and criminal liabilities and penalties as provided by law, or
 - b. A US Government employee (military or civilian) is on-site, when contractor access to PROPIN or ORCON is possible or available.
16. The contractor must comply with Foreign Ownership, Control or Influence (FOCI) restrictions and notifications as outlined in the NISPOM.
17. If the contractor identified in DD 254, Block 6a, Block 7a or Block 8a. is identified as a being under FOCI by Defense Security Service (DSS), a favorable National Interest Determination (NID) must be completed as outlined within the NISPOM prior to the contractor being awarded the contract and having access to PROSCRIBED INFORMATION. PROSCRIBED INFORMATION includes COMSEC, Sensitive Compartmented Information, Critical Nuclear Weapons Design Information, Restricted Data, Formerly Restricted Data, TOP SECRET, Special Access Programs, other classified information, and other Executive Branch Departments and Agencies for classified information under the cognizance of such.
18. The contractor may introduce but is not authorized to activate or use any wireless transmission devices within any DIA facilities or any DIA accredited facilities without first receiving written permission from DAC-2A2. Military Departments, Major Commands, Combatant Commands, Senior Intelligence Officers, and local Special Security Officers or Contractor Special Security Officers may require more stringent standards which must be complied with. If the contractor is located within another agency's facility or accredited facility, the contractor will comply with the other agency's policies regarding the introduction, activation or use of any such device. *The Director, National Intelligence (DNI) may by policy, directive or other means, bar the introduction of any wireless transmission device into any SCIF area after the date of this contract. Should this occur the DNI policy will automatically supercede this paragraph and if the wireless device is still required to be introduced into the SCIF area, justification and a waiver request must be submitted to DAC-2A for a determination.*
19. Contractors who anticipate a change of name and/or ownership, must notify the CO/COR in writing upon consideration of the proposed change. Changes may affect facility clearances which may affect continuance of the contract.
20. A security review of this DD Form 254 is required during the different stages of the contract or any revision of this contract. The CO/COR will provide the contractor with applicable changes in security requirement(s) by issuing a revised DD Form 254.

NOTE: CONTRACTORS, PLEASE GO THROUGH YOUR CONTRACT MONITOR/CONTRACTING OFFICER REPRESENTATIVE (CO/COR) PRIOR TO CONTACTING THE OFFICES BELOW.

DIA Points of Contact for Security Issues:


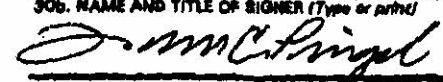
DIA/DAC-2, (703) 907-0953/0332 (Industrial Security Program)

DIA/DAC-2A2, (703) 907-1300 (Accreditation Management Branch)

DIA/DAC-2A3, (703) 907-1365 (Policy & Security Awareness Branch)

DIA/DAC-3A, (703) 907-1311 (Central Clearance Branch)

DIA/SYS-4, (202) 231-8868 (Information System Security)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 211/0049A09	PAGE 1 OF 28
2. CONTRACT NO. GS-10F-0297R	3. AWARD/EFFECTIVE DATE SEP 29, 2009	4. ORDER NUMBER HMM402-09-F-0658	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL: Michelle Crecca michelle.crecca@dod.hq.gov			5. TELEPHONE NUMBER (no collect calls) 703-907-0579	8. OFFER DUE DATE/ LOCAL TIME	
9. ISSUED BY Virginia Contracting Activity ATTN: AE-2 Bolling AFB, Bldg. 6000 Washington DC 20340-5100			10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: <input type="checkbox"/> % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> (S/A) NAICS: _____ SIZE STANDARD: _____		
11. DELIVERY FOR FOR DESTINATION UNLESS BLOCK 18 MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	
18. DELIVER TO See Schedule			19. ADMINISTERED BY Virginia Contracting Activity ATTN: AE-2 Bolling AFB, Building 6000		
17a. CONTRACTOR OFFEROR SOS INTERNATIONAL LTD. 1900 CAMPUS COMMONS DRIVE #250 RESTON VA 201911501			18a. PAYMENT WILL BE MADE BY NSA Finance and Accounting Office P.O. Box 1655; ATTN: DF2111 Fl. George G. Meade MD 20755-8856		
17b. CODE 00000885 FACILITY CODE TIN: 133769886 CAGE: 48XC4 DUNS: 169619476			18b. CODE NSA01A		
17c. TELEPHONE NO.			19b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK 18b IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
17d. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					
18. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
Please see continuation page for line item details.					
(Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See Schedule				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$15,036,580.52	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-5 AND 52.212-6 ARE ATTACHED. ADDENDUM <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDUM <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR Luke C. Pingel, Manager of Contracts			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		
30b. NAME AND TITLE OF SIGNER (Type or print) 		30c. DATE SIGNED 9/30/2009	31b. NAME OF CONTRACTING OFFICER (Type or print) Wm Brice (703) 907-0294		31c. DATE SIGNED 9/30/2009

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 CFR) 53.212

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	<p>This requirement is a Firm Fixed Price level-of-effort order with cost-reimbursement items where indicated. The contractor shall provide the services described below and in the attached Statement of Work, dated 14 August 2009, at the fixed labor rates set forth herein. The Contract Security Specification Classification, DD254, Attachment A, is applicable to this order and is incorporated.</p> <p>This requirement is subject to the terms and conditions of GSA contract GS-10F-0297R. Additional terms and conditions are attached. The following are incorporated by reference:</p> <ul style="list-style-type: none"> -Status of Forces Agreement with the Republic of Iraq -52.204-9 Personal Identity Verification of Contractor Personnel (Sep 2007) -52.222-50 Combating Trafficking in Persons (Feb 2009) -52.232-18 Availability of Funds (Apr 1984) -52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984) -252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside The United States (Jul 2009) -252.225-7043 AntiTerrorism/Force Protection Policy for Defense Contractors Outside the United States (MAR 2006) -252-209-7004 Subcontracting with Firms That Are Owned or Controlled by the government of a Terrorist Country (Dec 2006) <p>The contractor shall use the Synchronized PreDeployment Operations Tracker (SPOT) program to authorize issuance of contractor personnel Letters Of Authorization (LOA) which are required in the CENTCOM Area of Operations.</p> <p>Invoicing Procedures are listed in SOW paragraph 10.</p> <p>The Small Business Subcontracting Plan is due within five days of award notification.</p> <p>Within two weeks after award, the Contractor will submit a 90 day - Transition Plan detailing how it will transition current incumbent linguists and hire new linguists to meet the contract requirements.</p> <p>The COR for this order is Phyllis Rowe 202-231-7612 and the Contracting Officer is Michelle Crecca 703-907-0579</p> <p>Periods of performance: Base Year: 9/29/2009 - 9/25/2010 Option One: 9/26/2010 - 3/25/2011 Option Two: 3/26/2011 - 9/25/2011 Option Three: 9/26/2011 - 3/25/2012 Option Four: 3/26/2012 - 9/25/2012 Option Five: 9/26/2012 - 3/25/2013 Option Six: 3/26/2013 - 9/25/2013 Option Seven: 9/26/2013 - 3/25/2014 Option Eight: 3/26/2014 - 9/25/2014</p>				
0001	<p>Direct Labor Pre-Deployment Training 50 linguists x 6 weeks x hourly rate [REDACTED]</p> <p>Accounting and Appropriation Data: ACRN: AA 9790100.4400 1092A9 25000 S49205 1SG2 F2C196G1 1403 610000 \$296,160.00 Period of Performance: 09/29/2009 to 09/25/2010</p>	1.00	LO	NTE 296,160.00	NTE 296,160.00
0002	<p>Direct Labor - Iraq Iraq 25 Deployed Linguists: 15 Iraqi Arabic x hourly rate [REDACTED]</p>	1.00	LO	NTE 2,763,870.00	NTE 2,763,870.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0003	5 Kurdish Sorani x hourly rate [REDACTED] 2 Kurdish Bahdinani x hourly rate [REDACTED] 3 Persian Farsi x hourly rate [REDACTED] Accounting and Appropriation Data: ACRN: AA 9790100.4400 1092A9 25000 S49205 1SG2 F2C196G1 1403 610000 \$2,763,870.00 Period of Performance: 09/29/2009 to 09/25/2010	0.00	LO	NTE 3,548,109.60	NTE 0.00
0003AA	Direct Labor -Afghanistan NTE \$ [REDACTED] NOT SEPERATELY PRICED Afghanistan 25 Deployed Linguists: 4 Pashto/Dari.Urdu/Farsi x hourly rate [REDACTED] 2 Waziri/Pashto x hourly rate [REDACTED] 4 Pashto/Farsi x hourly rate [REDACTED] 2 Pashto/Farsi/Dari x hourly rate [REDACTED] 4 Pashto/Dari x hourly rate [REDACTED] 5 Farsi/Dari x hourly rate [REDACTED] 2 Kabuli/Pashto x hourly rate [REDACTED] 2 Kandahari/Pashto x hourly rate [REDACTED] Period of Performance: 09/29/2009 to 09/25/2010	1.00	LO	NTE 375,000.00	NTE 375,000.00
0003AB	Direct Labor- Afghanistan Accounting and Appropriation Data: ACRN: AA 9790100.4400 1092A9 25000 S49205 1SG2 F2C196G1 1403 610000 \$375,000.00 Period of Performance: 09/29/2009 to 09/25/2010	1.00	LO	NTE 3,173,109.00	NTE 3,173,109.00
0004	Travel (cost-reimbursement - no fee) NTE \$18,000 NOT SEPERATELY PRICED Pre-Deployment & Deployment (Per Diem, airfare and other authorized expenses to be reimbursed by the government in accordance with the JTRs) Period of Performance: 09/29/2009 to 09/25/2010	0.00	LO	NTE 18,000.00	NTE 0.00
0004AA	Travel Accounting and Appropriation Data: ACRN: AA 9790100.4400 1092A9 25000 S49205 1SG2 F2C196G1 1403 610000 \$18,000.00 Period of Performance: 09/29/2009 to 09/25/2010	1.00	LO	NTE 18,000.00	NTE 18,000.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0005	Other Direct Costs (cost-reimbursement - no fee) NTE \$3,919,168 NOT SEPERATELY PRICED Meals: \$ (25% of deployed linguists) (Rates for meals shall not exceed authorized allowances) DBA: \$ Hazard/Post Diff: \$ Period of Performance: 09/29/2009 to 09/25/2010	0.00	LO	NTE 3,919,168.00	NTE 0.00
0005AA	Other Direct Costs Accounting and Appropriation Data: ACRN: AA 9790100.4400 1092A9 25000 S49205 1SG2 F2C196G1 1403 610000 \$1,480,731.00 Period of Performance: 09/29/2009 to 09/25/2010	1.00	LO	NTE 1,480,731.00	NTE 1,480,731.00
0005AB	Other Direct Costs Accounting and Appropriation Data: ACRN: AA 9790100.4400 1092A9 25000 S49205 1SG2 F2C196G1 1403 610000 \$2,204,130.00 Period of Performance: 09/29/2009 to 09/25/2010	1.00	LO	NTE 2,204,130.00	NTE 2,204,130.00
0005AC	Other Direct Costs Accounting and Appropriation Data: ACRN: AB 9790100.4400 1092A9 25100 S49205 WBXX 31C110T1 6851 610000 \$234,307.00 Period of Performance: 09/29/2009 to 09/25/2010	1.00	LO	NTE 234,307.00	NTE 234,307.00
0006	OPTIONAL CLIN: Surge Labor Direct Labor - Not To Exceed \$500,000 NOT SEPERATELY PRICED Pre-Deployment Training hourly rate: \$ THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer. Accounting and Appropriation Data: ACRN: AB 9790100.4400 1092A9 25100 S49205 WBXX 31C110T1 6851 610000 \$0.00 Period of Performance: 09/29/2009 to 09/25/2010	0.00	LO	NTE 500,000.00	NTE 0.00
0006AA	OPTIONAL CLIN: Surge Labor Direct Labor Pre-Deployment Training	1.00	LO	NTE 142,156.00	NTE 142,156.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0007	<p>hourly rate: [REDACTED] (Up to [REDACTED] = \$142,156 -</p> <p>These funds are an estimate of near term linguist requirements only. The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Accounting and Appropriation Data: ACRN: AB 9790100.4400 1092A9 25100 S49205 WBXX 31C110T1 6851 610000 \$142,156.00 Period of Performance: 09/29/2009 to 09/25/2010</p> <p>OPTIONAL CLIN: Surge - Direct Labor - Iraq NTE \$3,950,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Iraq Deployed Linguists: Iraqi Arabic x hourly rate [REDACTED] Kurdish Sorani x hourly rate [REDACTED] Kurdish Bahdinani x hourly rate [REDACTED] Persian Farsi x hourly rate [REDACTED]</p> <p>Period of Performance: 09/29/2009 to 09/25/2010</p>	0.00	LO	NTE 3,950,000.00	NTE 0.00
0008	<p>OPTIONAL CLIN: Surge - Direct Labor -Afghanistan NTE \$8,000,000 NOT SEPERATELY PRICED</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Afghanistan Deployed Linguists: [REDACTED]</p> <p>Period of Performance: 09/29/2009 to 09/25/2010</p>	0.00	LO	NTE 8,000,000.00	NTE 0.00
0008AA	<p>Direct Labor -Afghanistan</p> <p>Surge Labor - Up to 24 Linguists for Afghanistan</p> <p>These funds are an estimate of near term linguist requirements only. The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified as set forth via contract modification issued in writing by the Contracting Officer.</p>	1.00	LO	NTE 1,452,800.00	NTE 1,452,800.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0008AB	<p>Accounting and Appropriation Data: ACRN: AC 9790100.4400 1092A9 25100 S49205 WSGX 31C110T1 6851 610000 \$1,452,800.00 Period of Performance: 09/29/2009 to 09/25/2010</p> <p>Surge - Direct Labor - Afghanistan Surge Labor - Up to 24 Linguists for Afghanistan</p> <p>These funds are an estimate of near term linguist requirements only. The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified as set forth via contract modification issued in writing by the Contracting Officer.</p>	1.00	LO	NTE 711,179.65	NTE 711,179.65
0008AC	<p>Accounting and Appropriation Data: ACRN: AB 9790100.4400 1092A9 25100 S49205 WBXX 31C110T1 6851 610000 \$711,179.65 Period of Performance: 09/29/2009 to 09/25/2010</p> <p>Surge - Direct Labor - Afghanistan Surge Labor - Up to 24 Linguists for Afghanistan</p> <p>These funds are an estimate of near term linguist requirements only. The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified as set forth via contract modification issued in writing by the Contracting Officer.</p>	1.00	LO	NTE 973,964.67	NTE 973,964.67
0009	<p>Accounting and Appropriation Data: ACRN: AD 9790100.4400 1092A9 25100 S49205 WSG2 31C110T1 6851 610000 \$973,964.67 Period of Performance: 09/29/2009 to 09/25/2010</p> <p>OPTIONAL CLIN: Surge - Other Direct Costs - Travel NTE \$50,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Pre-Deployment & Deployment (Per Diem, airfare and other authorized expenses to be reimbursed by the government in accordance with the JTRs)</p> <p>Period of Performance: 09/29/2009 to 09/25/2010</p>	0.00	LO	NTE 50,000.00	NTE 0.00
0010	<p>OPTIONAL CLIN: Surge - Other Direct Costs (cost-reimbursement - no fee) NTE 2,500,000 NOT SEPERATELY PRICED</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS</p>	0.00	LO	NTE 2,500,000.00	NTE 0.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0010AA	<p>(FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Meals (Rates for meals shall not exceed authorized allowances) DBA Other</p> <p>Period of Performance: 09/29/2009 to 09/25/2010</p> <p>Other Direct Costs Surge Labor - Up to 24 Linguists for Afghanistan</p> <p>These funds are an estimate of near term linguist ODC requirements only. The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Accounting and Appropriation Data: ACRN: AB 9790100.4400 1092A9 25100 S49205 WBXX 31C110T1 6851 610000 \$357,873.20 Period of Performance: 09/29/2009 to 09/25/2010</p>	1.00	LO	NTE 357,873.20	NTE 357,873.20
0010AB	<p>Other Direct Costs Surge Labor - Up to 24 Linguists for Afghanistan</p> <p>These funds are an estimate of near term linguist ODC requirements only. The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Accounting and Appropriation Data: ACRN: AE 9790100.4400 1092A9 25100 S49205 1CXX F3C110G1 1066 610000 \$800,000.00 Period of Performance: 09/29/2009 to 09/25/2010</p>	1.00	LO	NTE 800,000.00	NTE 800,000.00
0010AC	<p>Other Direct Costs Surge Labor - Up to 24 Linguists for Afghanistan</p> <p>These funds are an estimate of near term linguist ODC requirements only. The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Accounting and Appropriation Data: ACRN: AD 9790100.4400 1092A9 25100 S49205 WSG2 31C110T1 6851 610000 \$53,300.00 Period of Performance: 09/29/2009 to 09/25/2010</p>	1.00	LO	NTE 53,300.00	NTE 53,300.00
1001	Direct Labor	1.00	LO	NTE 33,192.00	NTE/OPT 33,192.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
1002	Pre-Deployment Training 6 linguists x [REDACTED] Period of Performance: 09/26/2010 to 03/25/2011 Direct Labor - Iraq Iraq 25 Deployed Linguists: [REDACTED] [REDACTED] [REDACTED] Period of Performance: 09/26/2010 to 03/25/2011	1.00	LO	NTE 1,618,585.92	NTE/OPT 1,618,585.92
1003	Direct Labor -Afghanistan Afghanistan 25 Deployed Linguists: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] Period of Performance: 09/26/2010 to 03/25/2011	1.00	LO	NTE 2,079,201.60	NTE/OPT 2,079,201.60
1004	Period of Performance: 09/26/2010 to 03/25/2011 Travel Pre-Deployment & Deployment (Per Diem, airfare and other authorized expenses to be reimbursed by the government in accordance with the JTRs) Period of Performance: 09/26/2010 to 03/25/2011	1.00	LO	NTE 12,240.00	NTE/OPT 12,240.00
1005	Other Direct Costs (cost-reimbursement - no fee) Meals: \$82,699.86 (25% of deployed linguists) (Rates for meals shall not exceed authorized allowances) DBA: \$ 254,412.33 Hazard/post differential: \$1,974,479.92 Other: _____ Period of Performance: 09/26/2010 to 03/25/2011	1.00	LO	NTE 2,311,562.11	NTE/OPT 2,311,562.11
1006	Period of Performance: 09/26/2010 to 03/25/2011 OPTIONAL CLIN: Surge Labor Direct Labor - Not To Exceed \$500,000 Pre-Deployment Training hourly rate [REDACTED] THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer. Period of Performance: 09/26/2010 to 03/25/2011	1.00	LO	NTE 250,000.00	NTE/OPT 250,000.00
1007	Period of Performance: 09/26/2010 to 03/25/2011 OPTIONAL CLIN: Surge - Direct Labor - Iraq NTE \$1,975,000 THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed	1.00	LO	NTE 1,975,000.00	NTE/OPT 1,975,000.00


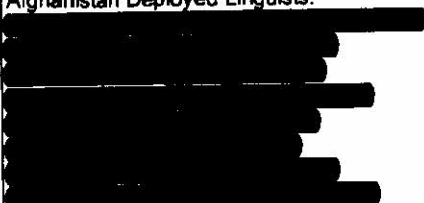
SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
1008	<p>against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Iraq Deployed Linguists:</p> <p>[REDACTED]</p> <p>Period of Performance: 09/26/2010 to 03/25/2011</p> <p>OPTIONAL CLIN: Surge- Direct Labor -Afghanistan</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Afghanistan Deployed Linguists:</p> <p>[REDACTED]</p> <p>Period of Performance: 09/26/2010 to 03/25/2011</p>	1.00	LO	NTE 5,000,000.00	NTE/OPT 5,000,000.00
1009	<p>OPTIONAL CLIN: Surge - Other Direct Costs - Travel</p> <p>NTE \$25,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Pre-Deployment & Deployment (Per Diem, airfare and other authorized expenses to be reimbursed by the government in accordance with the JTRs)</p> <p>Period of Performance: 09/26/2010 to 03/25/2011</p>	1.00	LO	NTE 25,000.00	NTE/OPT 25,000.00
1010	<p>OPTIONAL CLIN: Surge - Other Direct Costs (cost-reimbursement - no fee) NTE 250,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Meals (Rates for meals shall not exceed authorized allowances) DBA</p>	1.00	LO	NTE 250,000.00	NTE/OPT 250,000.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
2001	Other Period of Performance: 09/26/2009 to 03/25/2011 Direct Labor Pre-Deployment Training 6 linguists x [REDACTED] Period of Performance: 03/26/2011 to 09/25/2011	1.00	LO	NTE 33,192.00	NTE/OPT 33,192.00
2002	Direct Labor - Iraq Iraq 25 Deployed Linguists: [REDACTED] [REDACTED] [REDACTED] Period of Performance: 03/26/2011 to 09/25/2011	1.00	LO	NTE 1,618,585.92	NTE/OPT 1,618,585.92
2003	Direct Labor - Afghanistan Afghanistan 25 Deployed Linguists: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] Period of Performance: 03/26/2011 to 09/25/2011	1.00	LO	NTE 2,079,201.60	NTE/OPT 2,079,201.60
2004	Travel Pre-Deployment & Deployment (Per Diem, airfare and other authorized expenses to be reimbursed by the government in accordance with the JTRs) Period of Performance: 03/26/2011 to 09/25/2011	1.00	LO	NTE 12,480.00	NTE/OPT 12,480.00
2005	Other Direct Costs (cost-reimbursement - no fee) Meals: \$ [REDACTED] (25% of deployed linguists) (Rates for meals shall not exceed authorized allowances) DBA: \$ [REDACTED] Hazard/post differential: [REDACTED] Other: _____ Period of Performance: 03/26/2011 to 09/25/2011	1.00	LO	NTE 2,311,562.11	NTE/OPT 2,311,562.11
2006	OPTIONAL CLIN: Surge Labor Direct Labor - Not To Exceed \$500,000 Pre-Deployment Training hourly [REDACTED] THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer. Period of Performance: 03/26/2011 to 09/25/2011	1.00	LO	NTE 250,000.00	NTE/OPT 250,000.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
2007	<p>OPTIONAL CLIN: Surge - Direct Labor - Iraq NTE \$1,975,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Iraq Deployed Linguists: </p> <p>Period of Performance: 03/26/2011 to 09/25/2011</p>	1.00	LO	NTE 1,975,000.00	NTE/OPT 1,975,000.00
2008	<p>OPTIONAL CLIN: Surge- Direct Labor -Afghanistan NTE: \$5,000,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Afghanistan Deployed Linguists: </p> <p>Period of Performance: 03/26/2011 to 09/25/2011</p>	1.00	LO	NTE 5,000,000.00	NTE/OPT 5,000,000.00
2009	<p>OPTIONAL CLIN: Surge - Other Direct Costs - Travel NTE \$25,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Pre-Deployment & Deployment (Per Diem, airfare and other authorized expenses to be reimbursed by the government in accordance with the JTRs)</p> <p>Period of Performance: 03/26/2011 to 09/25/2011</p>	1.00	LO	NTE 25,000.00	NTE/OPT 25,000.00
2010	<p>OPTIONAL CLIN: Surge - Other Direct Costs (cost-reimbursement - no fee) NTE 250,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language</p>	1.00	LO	NTE 250,000.00	NTE/OPT 250,000.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.				
	Meals (Rates for meals shall not exceed authorized allowances) DBA Other				
	Period of Performance: 03/26/2011 to 09/25/2011			NTE	NTE/OPT
3001	Direct Labor Pre-Deployment Training 6 linguists x [REDACTED]	1.00	LO	34,187.76	34,187.76
	Period of Performance: 09/26/2011 to 03/25/2012			NTE	NTE/OPT
3002	Direct Labor - Iraq Iraq 25 Deployed Linguists; [REDACTED]	1.00	LO	1,667,143.50	1,667,143.50
	Period of Performance: 09/26/2011 to 03/25/2012			NTE	NTE/OPT
3003	Direct Labor - Afghanistan Afghanistan 25 Deployed Linguists; [REDACTED]	1.00	LO	2,141,577.65	2,141,577.65
	Period of Performance: 09/26/2011 to 03/25/2012			NTE	NTE/OPT
3004	Travel Pre-Deployment & Deployment (Per Diem, airfare and other authorized expenses to be reimbursed by the government in accordance with the JTRs)	1.00	LO	12,729.60	12,729.60
	Period of Performance: 09/26/2011 to 03/25/2012			NTE	NTE/OPT
3005	Other Direct Costs (cost-reimbursement - no fee) Meals: [REDACTED] (25% of deployed linguists) (Rates for meals shall not exceed authorized allowances) DBA: [REDACTED] Hazard/post differential: [REDACTED] Other: _____	1.00	LO	2,380,908.98	2,380,908.98
	Period of Performance: 09/26/2011 to 03/25/2012			NTE	NTE/OPT
3006	OPTIONAL CLIN: Surge Labor Direct Labor - Not To Exceed \$250,000 Pre-Deployment Training hourly rate [REDACTED]	1.00	LO	250,000.00	250,000.00
	THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed				

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
3007	<p>against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Period of Performance: 09/26/2011 to 03/25/2012</p> <p>OPTIONAL CLIN: Surge - Direct Labor - Iraq NTE \$1,975,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Iraq Deployed Linguists:</p> <p>[REDACTED]</p>	1.00	LO	NTE 1,975,000.00	NTE/OPT 1,975,000.00
3008	<p>Period of Performance: 09/26/2011 to 03/25/2012</p> <p>OPTIONAL CLIN: Direct Labor -Afghanistan NTE \$5,000,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Afghanistan Deployed Linguists:</p> <p>[REDACTED]</p>	1.00	LO	NTE 5,000,000.00	NTE/OPT 5,000,000.00
3009	<p>Period of Performance: 09/26/2011 to 03/25/2012</p> <p>OPTIONAL CLIN: Surge - Other Direct Costs - Travel NTE \$25,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Pre-Deployment & Deployment (Per Diem, airfare and other authorized expenses to be reimbursed by the government in accordance with the JTRs)</p> <p>Period of Performance: 09/26/2011 to 03/25/2012</p>	1.00	LO	NTE 25,000.00	NTE/OPT 25,000.00
				NTE	NTE/OPT

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SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
4007	<p>Direct Labor - Not To Exceed \$250,000 Pre-Deployment Training hourly rate: \$23.74</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Period of Performance: 03/26/2012 to 09/25/2012</p> <p>OPTIONAL CLIN: Surge - Direct Labor - Iraq NTE \$1,975,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Iraq Deployed Linguists: [REDACTED]</p>	1.00	LO	NTE 1,975,000.00	NTE/OPT 1,975,000.00
4008	<p>Period of Performance: 03/26/2012 to 09/25/2012</p> <p>OPTIONAL CLIN: Surge- Direct Labor -Afghanistan NTE \$5,000,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Afghanistan Deployed Linguists: Pashto/Dari,Urdu/Farsi x hourly [REDACTED]</p>	1.00	LO	NTE 5,000,000.00	NTE/OPT 5,000,000.00
4009	<p>Period of Performance: 03/26/2012 to 09/25/2012</p> <p>OPTIONAL CLIN: Surge - Other Direct Costs - Travel NTE \$25,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Pre-Deployment & Deployment</p>	1.00	LO	NTE 25,000.00	NTE/OPT 25,000.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
4010	<p>(Per Diem, airfare and other authorized expenses to be reimbursed by the government in accordance with the JTRs)</p> <p>Period of Performance: 03/26/2012 to 09/25/2012</p> <p>OPTIONAL CLIN: Surge - Other Direct Costs (cost-reimbursement - no fee) NTE 250,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Meals (Rates for meals shall not exceed authorized allowances) DBA Other</p>	1.00	LO	NTE 250,000.00	NTE/OPT 250,000.00
5001	<p>Period of Performance: 03/26/2012 to 09/25/2012</p> <p>Direct Labor Pre-Deployment Training 6 linguists x [REDACTED]</p>	1.00	LO	NTE 35,213.39	NTE/OPT 35,213.39
5002	<p>Period of Performance: 09/26/2012 to 03/25/2013</p> <p>Direct Labor - Iraq Iraq 25 Deployed Linguists: [REDACTED]</p>	1.00	LO	NTE 1,717,157.80	NTE/OPT 1,717,157.80
5003	<p>Period of Performance: 09/26/2012 to 03/25/2013</p> <p>Direct Labor -Afghanistan Afghanistan 25 Deployed Linguists: [REDACTED]</p>	1.00	LO	NTE 2,205,824.98	NTE/OPT 2,205,824.98
5004	<p>Period of Performance: 09/26/2012 to 03/25/2013</p> <p>Travel Pre-Deployment & Deployment (Per Diem, airfare and other authorized expenses to be reimbursed by the government in accordance with the JTRs)</p>	1.00	LO	NTE 13,238.78	NTE/OPT 13,238.78
5005	<p>Period of Performance: 09/26/2012 to 03/25/2013</p> <p>Other Direct Costs (cost-reimbursement - no fee) Meals: \$ [REDACTED] (25% of deployed linguists) (Rates for meals shall not exceed authorized allowances) DBA: \$ [REDACTED]</p>	1.00	LO	NTE 2,452,336.25	NTE/OPT 2,452,336.25

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
5006	<p>Hazard/post differential: [REDACTED] Other: [REDACTED]</p> <p>Period of Performance: 09/26/2012 to 03/25/2013</p> <p>OPTIONAL CLIN: Surge Labor Direct Labor - Not To Exceed \$250,000 Pre-Deployment Training hourly [REDACTED]</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p>	1.00	LO	NTE 250,000.00	NTE/OPT 250,000.00
5007	<p>Period of Performance: 09/26/2012 to 03/25/2013</p> <p>OPTIONAL CLIN: Surge - Direct Labor - Iraq NTE \$1,975,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Iraq Deployed Linguists: [REDACTED]</p>	1.00	LO	NTE 1,975,000.00	NTE/OPT 1,975,000.00
5008	<p>Period of Performance: 09/26/2012 to 03/25/2013</p> <p>OPTIONAL CLIN: Surge-Direct Labor -Afghanistan NTE \$ 5,000,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Afghanistan Deployed Linguists: [REDACTED]</p>	1.00	LO	NTE 5,000,000.00	NTE/OPT 5,000,000.00
5009	<p>Period of Performance: 09/26/2012 to 03/25/2013</p> <p>OPTIONAL CLIN: Surge - Other Direct Costs - Travel NTE \$25,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed</p>	1.00	LO	NTE 25,000.00	NTE/OPT 25,000.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
5010	<p>against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Pre-Deployment & Deployment (Per Diem, airfare and other authorized expenses to be reimbursed by the government in accordance with the JTRs)</p> <p>Period of Performance: 09/26/2012 to 03/25/2013</p> <p>OPTIONAL CLIN: Surge - Other Direct Costs (cost-reimbursement - no fee) NTE 250,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Meals (Rates for meals shall not exceed authorized allowances) DBA Other</p> <p>Period of Performance: 09/26/2012 to 03/25/2013</p>	1.00	LO	NTE 250,000.00	NTE/OPT 250,000.00
6001	<p>Period of Performance: 09/26/2012 to 03/25/2013</p> <p>Direct Labor Pre-Deployment Training 6 linguists x [REDACTED]</p>	1.00	LO	NTE 35,213.39	NTE/OPT 35,213.39
6002	<p>Period of Performance: 03/26/2013 to 09/25/2013</p> <p>Direct Labor - Iraq Iraq 25 Deployed Linguists: [REDACTED]</p>	1.00	LO	NTE 1,717,157.80	NTE/OPT 1,717,157.80
6003	<p>Period of Performance: 03/26/2013 to 09/25/2013</p> <p>Direct Labor -Afghanistan Afghanistan 25 Deployed Linguists: [REDACTED]</p>	1.00	LO	NTE 2,205,824.98	NTE/OPT 2,205,824.98
6004	<p>Period of Performance: 03/26/2013 to 09/25/2013</p> <p>Travel Pre-Deployment & Deployment (Per Diem, airfare and other authorized expenses to be reimbursed by the government in accordance with the JTRs)</p>	1.00	LO	NTE 13,498.36	NTE/OPT 13,498.36

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
6005	<p>Period of Performance: 03/26/2013 to 09/25/2013</p> <p>Other Direct Costs (cost-reimbursement - no fee) Meals: \$ [REDACTED] (25% of deployed linguists) (Rates for meals shall not exceed authorized allowances) DBA: \$ [REDACTED] Hazard/post differential: [REDACTED] Other: [REDACTED]</p>	1.00	LO	NTE 2,452,336.25	NTE/OPT 2,452,336.25
6006	<p>Period of Performance: 03/26/2013 to 09/25/2013</p> <p>OPTIONAL CLIN: Surge Labor Direct Labor - Not To Exceed \$250,000 Pre-Deployment Training hourly [REDACTED]</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p>	1.00	LO	NTE 250,000.00	NTE/OPT 250,000.00
6007	<p>Period of Performance: 03/26/2013 to 09/25/2013</p> <p>OPTIONAL CLIN: Surge - Direct Labor - Iraq NTE \$1,975,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Iraq Deployed Linguists: [REDACTED]</p>	1.00	LO	NTE 1,975,000.00	NTE/OPT 1,975,000.00
6008	<p>Period of Performance: 03/26/2013 to 09/25/2013</p> <p>OPTIONAL CLIN: Surge-Direct Labor-Afghanistan NTE \$5,000,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Afghanistan Deployed Linguists: [REDACTED]</p>	1.00	LO	NTE 5,000,000.00	NTE/OPT 5,000,000.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
6009	Period of Performance: 03/26/2013 to 09/25/2013 OPTIONAL CLIN: Surge - Other Direct Costs - Travel NTE \$25,000 THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer. Pre-Deployment & Deployment (Per Diem, airfare and other authorized expenses to be reimbursed by the government in accordance with the JTRs) Period of Performance: 03/26/2013 to 09/25/2013	1.00	LO	NTE 25,000.00	NTE/OPT 25,000.00
6010	Period of Performance: 03/26/2013 to 09/25/2013 OPTIONAL CLIN: Surge - Other Direct Costs (cost-reimbursement - no fee) NTE 250,000 THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer. Meals (Rates for meals shall not exceed authorized allowances) DBA Other Period of Performance: 03/26/2013 to 09/25/2013	1.00	LO	NTE 250,000.00	NTE/OPT 250,000.00
7001	Period of Performance: 03/26/2013 to 09/25/2013 Direct Labor Pre-Deployment Training 6 linguists x [REDACTED]	1.00	LO	NTE 36,269.79	NTE/OPT 36,269.79
7002	Period of Performance: 09/26/2013 to 03/25/2014 Direct Labor - Iraq Iraq 25 Deployed Linguists: [REDACTED]	1.00	LO	NTE 1,768,672.54	NTE/OPT 1,768,672.54
7003	Period of Performance: 09/26/2013 to 03/25/2014 Direct Labor -Afghanistan Afghanistan 25 Deployed Linguists: [REDACTED]	1.00	LO	NTE 2,271,999.73	NTE/OPT 2,271,999.73
	Period of Performance: 09/26/2013 to 03/25/2014				

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES				
7004	Travel Pre-Deployment & Deployment (Per Diem, airfare and other authorized expenses to be reimbursed by the government in accordance with the JTRs) Period of Performance: 09/26/2013 to 03/25/2014				
7005	Other Direct Costs (cost-reimbursement - no fee) (25% of deployed linguists) (Rates for meals shall not exceed authorized allowances) DBA: Hazard/post differential: Other: Period of Performance: 09/26/2013 to 03/25/2014				
7006	OPTIONAL CLIN: Surge Labor Direct Labor - Not To Exceed \$250,000 Pre-Deployment Training hourly THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer. Period of Performance: 09/26/2013 to 03/25/2014				
7007	OPTIONAL CLIN: Surge - Direct Labor - Iraq NTE \$1,975,000 THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer. Iraq Deployed Linguists: Period of Performance: 09/26/2013 to 03/25/2014				
7008	OPTIONAL CLIN: Surge-Direct Labor -Afghanistan NTE \$5,000,000 THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer. Afghanistan Deployed Linguists: 				

		QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
7009	<p>Period of Performance: 09/26/2013 to 03/25/2014</p> <p>OPTIONAL CLIN: Surge - Other Direct Costs - Travel NTE \$25,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Pre-Deployment & Deployment (Per Diem, airfare and other authorized expenses to be reimbursed by the government in accordance with the JTRs)</p>	1.00	LO	NTE 25,000.00	NTE/OPT 25,000.00
	<p>Period of Performance: 09/26/2013 to 03/25/2014</p> <p>OPTIONAL CLIN: Surge - Other Direct Costs (cost-reimbursement - no fee) NTE 250,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Meals (Rates for meals shall not exceed authorized allowances) DBA Other</p>	1.00	LO	NTE 250,000.00	NTE/OPT 250,000.00
8001	<p>Period of Performance: 09/26/2013 to 03/25/2014</p> <p>Direct Labor Pre-Deployment Training 6 linguists x [REDACTED]</p>	1.00	LO	NTE 36,269.79	NTE/OPT 36,269.79
8002	<p>Period of Performance: 03/26/2014 to 09/25/2014</p> <p>Direct Labor - Iraq Iraq 25 Deployed Linguists: [REDACTED]</p>	1.00	LO	NTE 1,768,672.54	NTE/OPT 1,768,672.54
8003	<p>Period of Performance: 03/26/2014 to 09/25/2014</p> <p>Direct Labor -Afghanistan Afghanistan 25 Deployed Linguists: [REDACTED]</p>	1.00	LO	NTE 2,271,999.73	NTE/OPT 2,271,999.73

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
8004	<p>[REDACTED]</p> <p>Period of Performance: 03/26/2014 to 09/25/2014</p> <p>Travel Pre-Deployment & Deployment (Per Diem, airfare and other authorized expenses to be reimbursed by the government in accordance with the JTRs)</p>	1.00	LO	NTE 14,038.30	NTE/OPT 14,038.30
8005	<p>Period of Performance: 03/26/2014 to 09/25/2014</p> <p>Other Direct Costs (cost-reimbursement - no fee) Meals: [REDACTED] 25% of deployed linguists) (Rates for meals shall not exceed authorized allowances) DBA: [REDACTED] Hazard/post differential: [REDACTED] Other: _____</p>	1.00	LO	NTE 2,525,906.33	NTE/OPT 2,525,906.33
8006	<p>Period of Performance: 03/26/2014 to 09/25/2014</p> <p>OPTIONAL CLIN: Surge Labor Direct Labor - Not To Exceed \$500,000 Pre-Deployment Training hourly [REDACTED]</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p>	1.00	LO	NTE 250,000.00	NTE/OPT 250,000.00
8007	<p>Period of Performance: 03/26/2014 to 09/25/2014</p> <p>OPTIONAL CLIN: Surge - Direct Labor - Iraq NTE \$1,975,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Iraq Deployed Linguists: [REDACTED]</p>	1.00	LO	NTE 1,975,000.00	NTE/OPT 1,975,000.00
8008	<p>Period of Performance: 03/26/2014 to 09/25/2014</p> <p>OPTIONAL CLIN: Surge-Direct Labor-Afghanistan NTE \$5,000,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via</p>	8.00	LO	NTE 5,000,000.00	NTE/OPT 40,000,000.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
8009	<p>contract modification issued in writing by the Contracting Officer.</p> <p>Afghanistan Deployed Linguists:</p> <p>[REDACTED]</p> <p>Period of Performance: 03/26/2014 to 09/25/2014</p> <p>OPTIONAL CLIN: Surge - Other Direct Costs - Travel NTE \$25,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Pre-Deployment & Deployment (Per Diem, airfare and other authorized expenses to be reimbursed by the government in accordance with the JTRs)</p> <p>Period of Performance: 03/26/2014 to 09/25/2014</p>	1.00	LO	NTE 25,000.00	NTE/OPT 25,000.00
8010	<p>Period of Performance: 03/26/2014 to 09/25/2014</p> <p>OPTIONAL CLIN: Surge - Other Direct Costs (cost-reimbursement - no fee) NTE 250,000</p> <p>THIS CLIN IS SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18): The contractor shall not proceed against this CLIN until the actual number and language mix of linguists are identified and funded as set forth via contract modification issued in writing by the Contracting Officer.</p> <p>Meals (Rates for meals shall not exceed authorized allowances) DBA Other</p> <p>Period of Performance: 03/26/2014 to 09/25/2014</p>	1.00	LO	NTE 250,000.00	NTE/OPT 250,000.00

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**STATEMENT OF WORK (SOW) FOR
LINGUIST CONTRACTOR PERSONNEL
IN SUPPORT OF
DEFENSE INTELLIGENCE AGENCY (DIA) OPERATIONS
14 August 2009**

1. (U) **PURPOSE:** In order to meet operational demands and support requirements for OCONUS Defense Intelligence Agency (DIA) supported groups and missions in the CENTCOM Area of Operations, the Contractor shall provide full-time, on-site interpretation and translation services and management of those services. Interpretation and translation services are considered mission essential.

2. (U) **SCOPE/REQUIREMENTS:** The Contractor shall provide all labor to achieve the objective established in this SOW. The Contractor shall accomplish the activities described below and satisfy the deliverables and reporting requirements in the Deliverables and Reporting Requirements section of this SOW. All tasks assigned to the Contractor Personnel will be performed in accordance with DIA guidance and standards published in Government directives, guidelines, and manuals that will be made available to the Contractor Personnel at their on-site location. Two phases will be used for billing purposes:

- a. (U) Pre-Deployment - will begin when personnel have received an interim secret and begin pre-deployment training CONUS.
- b. (U) Deployment - begins once the contractor is on-site OCONUS.

2.1. (U) **PERSONNEL:** The Contractor shall provide a work force, herein called Contractor Personnel, possessing the skills, clearance, knowledge and training to satisfactorily perform the services required by this contract. Contractor Personnel performing work under this contract shall remain employees of the Contractor and will not be considered employees of the U.S. Government or be supervised by employees of the U.S. Government.

- c. (U) Ability to deal unobtrusively with the local populace;
- d. (U) Familiarity with and ability to conduct oneself in accordance with the local culture and customs;
- e. (U) Willing and able to work cooperatively with U.S. Forces, U.S. citizens and other Coalition forces and personnel;
- f. (U) Ability to function during a level of heightened state of threat, during extended periods of high pressure and stress;
- g. (U) Ability to function as an integral member of a team of highly trained professionals responsible for the safety and security of DIA and US Forces personnel and resources.

2.1.1. (U) **On-Site Management:** The Contractor shall provide seven on-site managers these positions will be key personnel. Duties will be to adequately supervise Linguists during the period of this contract. On-site management will be performed by the pool of linguists. Management duties will be in addition to normal linguist's duties. The Contractor shall coordinate the work locations of its On-Site Managers with the Contracting Officer (CO), Contracting Officer's Representative (COR) and/or the Government Program Manager (PM) to ensure access to Government-furnished resources and to provide coordination with Government

representatives. One individual at each location shall be empowered by the Contractor to implement work schedules, manage and supervise contracted Linguists and work performance.

- a. (U) A Contractor On-Site Representative shall be available to the COR/PM at all times.
- b. (U) The Contractor shall provide the CO and the COR/PM a list of all On-Site Representatives. The list will include: names, work and home addresses, contact telephone numbers where they can be reached 24 hours per day. The list shall be updated as changes occur.

2.1.2. (U) Management Qualifications: Contractor personnel assigned to perform site management functions shall be prepared and qualified to assume the following roles:

- a. (U) On-Site Managers must be able to fluently read, write, speak and understand English; Linguist qualifications for Seven Managers, (1) Iraqi Arabic, (1) Kurdish, (1) Persian Farsi, (3) Pashto, (1) Dari;
- b. (U) Develop and/or maintain programs providing support to military forces, and involving coordination between supporting organizations;
- c. (U) Supervise and monitor Linguist personnel and administer linguist programs;
- d. (U) Act as a facilitator for administrative matters between Linguists and supported US Forces;
- e. (U) Must be proficient in the Microsoft Office Suite;
- f. (U) Must be a qualified Linguist as outlined in section 2.1.3.

2.1.3. (U) Linguist Qualifications/Requirements: The Contractor shall provide comprehensive linguist services in the designated target languages in support of DIA operations requirements in Theater. These services shall be provided in accordance with this SOW. The actual numbers and types of Contract Linguist Personnel necessary to meet operational requirements are detailed in Schedule B. The numbers and types of Contract Linguist Personnel may fluctuate to meet mission changes and surge requirements. Any changes to the number and types of linguists required will be made via contract modification issued by the contracting officer. The Contract Linguist Personnel's primary function will be to furnish linguist services for DIA elements in contingency deployment areas in the CENTCOM area of operations. The following are lists of the languages required for translation. This list of languages represents the current known needs for this deployment area. This list may be changed to meet mission and surge requirements. Any change will be via contract modification issued by the contracting officer:

- a. (U) Required Languages: Arabic (Iraqi dialect preferred); Kurdish (including Sorani and Sorani-Bahdinani dialects) Dari, Persian-Farsi, Pashto (Kandahari, Kabuli and Waziri dialects), Urdu

2.1.3.1. (U) Interpretation Linguists: Skills: The Contractor shall ensure the Linguists possess the skills listed below:

- a. (U) Ability to conduct consecutive, accurate translations and summarizations of material, to include the ability to maintain the integrity and meaning of material;
- b. (U) Ability to write and speak in clear and concise grammar and pronunciation in the Target Language and English;

- c. (U) Ability to provide idiomatic translations of non-technical material using correct syntax and expression from and to the Target Language and English;
- d. (U) Ability to provide written translation of general and technical material into and from the Target Language and English, especially including the ability to read and translate handwritten material;
- e. (U) Ability to quickly scan and process a large amount of material, utilizing the Target Language, for critical and essential elements of information;
- f. (U) Ability to understand speech in a standard dialect, inferences and emotional overtones, and rarely has to ask for paraphrasing or explanation;
- g. Ability to write effectively in most formal and informal exchanges;
- h. (U) Ability to converse in formal and informal situations, resolve problem situations, deal with unfamiliar topics, provide explanation, describe in detail, offer supported opinions and hypothesize;
- i. (U) Ability to understand all styles/forms of speech, have a strong sensitivity to sociolinguistic and cultural references;
- j. (U) Ability to tailor language to fit audience, counsel, persuade, negotiate, and represent a point of view;
- k. (U) Ability to conduct interpretation simultaneous, consecutive, escort and/or telephonic. Interpreter forums may include meetings, conferences, briefings and/or training sessions in acoustically poor environments;
- l. (U) Possess sufficient computer skills, such as word processing and data entry, to be used in conjunctions with processing written translations; at a minimum should be familiar with and able to use Microsoft office software.

2.1.3.2. (U) **Language Certifications:** Contract Linguist Personnel must score at a minimum a level 4/4/4 (Listening, Speaking, Reading) as measured by the Interagency Language Roundtable (ILR) 5 point scale. Contract Linguist Personnel must also receive a Computer-based score of 217 as measured by the Test of English as a Foreign Language (TOEFL). TOEFL will not apply to native English speakers. Native proficiency in the Target Language is preferred. Minimum scoring level may be waived by the Contracting Officers Representative or the Contracting Officer on a case by case basis.

2.2. (U) **HOURS OF OPERATION:** Pre-Deployment CONUS: eight (8) hours each day/ five (5) days per week. Deployment OCONUS: twelve (12) hours each day/ seven (7) days per week.

2.2.1. (U) **Recall:** Contractor Personnel are subject to recall 24 hours per day as dictated by mission requirements. Supported unit chiefs/commanders will notify the Contractor, through the COR or PM, of basic work schedules and changes thereto for Contractor Personnel based on specific mission requirements.

2.2.2. (U) **Contractor Personnel Leave:** The Contractor shall not be allowed to bill the Government for services not performed by Contractor Personnel or days Contractor Personnel are not available to perform such services. All leave taken by Contractor Personnel shall be coordinated, in writing, with the Section Chief to ensure the absence will not impede the mission. Contractor Personnel on leave must either remain on a U.S. Government facility or travel to a location in the United States (Possession,

commonwealth, state, or the District of Columbia) for the duration of their leave. They are prohibited from spending leave at a non-U.S. Government location in the theater of operation, with the exception of the option cited in section 2.5.7.

2.2.3. (U) **Holidays:** The US Federal holidays may be found at www.opm.gov. US Federal holidays may or may not be observed based upon mission requirements. The local OCONUS work area holidays may or may not be observed based upon mission requirements. If the Government work site is available contractor personnel shall be required to perform services.

2.3. (U) **WORK CONDITIONS AND REQUIREMENTS:**

2.3.1. (U) **Standards of Conduct:** Contractor Personnel must adhere to the standards of conduct established by the operational or unit commander, same as the standards for government civilian/military personnel acting in similar capacities. Contractor Personnel must follow all Theater General Orders, force protection directives and policies, and all installation rules, regulations and directives. Contractor personnel will comply with third country national laws and international agreements as defined in DFARS 252.225-7040 (MAR 2008). Contractor personnel shall be required to follow the directives of government personnel designated by the CO to provide contract oversight. Failure to comply with the requirements will result in removal from the contract by the CO.

2.3.2. (U) **Personal Appearance:** Contractor Personnel working under this contract shall present a professional appearance, same as the standards delineated for government civilian/military personnel acting in similar capacities. Contractor Personnel may be required to wear Army Combat Uniforms (ACU) or Desert Camouflage Uniforms (DCU), if issued, or civilian clothing during training at the pre-deployment training and in Theater. Clothing shall be kept clean and neat (i.e. debris, dirt, mud, stains, rips, tears or holes shall be removed/repared as they appear), as practicable considering work conditions. If ACUs/DCUs are worn, they MUST be worn in accordance with military uniform regulations and dress codes. Contractor personnel are required to have all Government issued gear or equipment available to them at their deployed location.

2.3.3. (U) **Passports:** The Contractor shall ensure that all personnel nominated to perform on this contract have current, valid Tourist passports and are eligible to receive the necessary work/visit visa's for the deployed location (if required). The Government may sponsor the Contractor Personnel for visas, etc. as required to meet time-sensitive or other mission needs. The Government WILL NOT pay or assist the contractor personnel in obtaining residency visas.

2.3.4. (U) **Location/ Environment:** All Contractor Personnel must be available for work in the CENTCOM area of operations. Contractor Personnel must be available for work at any of the established Intelligence Community facilities in this area and may be required to work at various locations, as mission dictates. This designation means the Contractor Personnel may be subject to working in harsh or hostile conditions, but does not establish eligibility for additional compensation. Harsh conditions include average summer daytime temperatures in excess of 100 degrees in the Middle East Region. All Contractor Personnel are required to live on the US installation or compound. All Contractor Personnel must be:

- a. (U) Willing to deploy to live and work in a potentially hostile environment designated by the U.S. government as an Imminent Danger Zone or Hostile Fire Zone;
- b. (U) Willing to receive Anthrax, Smallpox and other vaccines as required;
- c. (U) Willing and able to live and work under field conditions, to include living and working in temporary facilities (i.e. tents);
- d. (U) Able to function during a level of heightened state of threat, during extended periods of high pressure and stress that may also include hostile fire;
- e. (U) Willing and able to participate in pre-deployment training;
- f. (U) Able to deal unobtrusively with the local populace;
- g. (U) Familiar with and ability to conduct oneself in accordance with the local culture and customs;
- h. (U) Willing and able to be a member of a mobile team to include operations outside U.S. controlled camps, installations and facilities;
- i. (U) Able to function as an integral member of a team of highly trained professionals responsible for the safety and security of DIA and/or US Forces personnel and resources;
- j. (U) Contractor Personnel must be qualified to operate government-provided motor vehicles as needed to assist in performance of travel to operational missions. Contractor Personnel will not be used as chauffeurs or drivers, but can participate with government personnel in sharing driving responsibilities. Contractor Personnel should possess valid US driver's licenses and International Driver permits. If government or other licensing is required locally, Government will assist/sponsor Contractor Personnel in the licensing procedures. Any Report of survey finding or liability on the part of the Contractor Personnel resulting from the misuse or misconduct with US government vehicles shall be the sole responsibility of the Contractor. All Contractor Personnel use of government vehicles shall strictly comply with theater rules and guidance.
- k. (U) Willing and able to qualify for and carry a weapon for personal protection, if required by the Government. Contractor Personnel are not authorized to carry or possess personal weapons, including but not limited to, firearms, knives greater than 4 inches in length, swords, taser type weapons and mace, except as may be issued/provided by the **Government** for personal protection during periods of potential hostility.

2.4. (U) **CONDUCT OF PERSONNEL:** The Government may require the Contractor to remove from this contract any Linguist for reasons of misconduct, security breaches, or found to be or suspected to be under the influence of alcohol, drugs, or other incapacitating agent. The Government reserves the right to reject, at any time and without notice, any employee assigned who is either unable or unwilling to perform work within the scope of this contract. The Contractor shall remove the Linguist from performing under this contract upon notification by the Government. The removal of personnel from this contract does not relieve the Contractor of the responsibility to provide the specified number of Linguist personnel required under this contract. The Contractor shall provide replacements for the removed Contractor Personnel, in the same category and with the same level of qualifications. When Contract Personnel return from

deployment or are terminated during deployment process, the Contractor is liable for the return to the COR/PM all CAC card, Official Passport, and Security Badges. All Government provided equipment, including but not limited too TA-50, will be returned to the DIA Deployment Center (DRC).

2.5. (U) SECURITY REQUIREMENTS: All Contractor Personnel shall possess a clearance IAW with policies established by DIA Counterintelligence office (DAC). All security requirements, to include submission of relevant security paperwork, shall be met before any performance related to this SOW is conducted.

2.5.1. (U) Security Clearance Level: Contractor Personnel shall be US citizens who have been screened by DIA Counterintelligence personnel. Contractor Personnel shall possess an INTERIM-SECRET clearance that is approved and accepted by the Defense Industrial Security Contracting Office (DISCO). Contractor Personnel will be granted access to information classified up to SECRET by the Defense Central Clearance Facility for the specific purpose of providing support to the DIA. As necessary to support future mission requirements, the Government and the Contractor may facilitate processing to TS/SCI.

2.5.2. (U) Security Management: The Contractor shall also maintain, in his/her home office staff, a manager who possesses a TOP SECRET (TS) security clearance with access to Sensitive Compartmented Information (TS/SCI). The Contractor shall make this manager available at the request of the Government for the purposes of coordination with Government-designated military intelligence personnel on any issues related to Contractor Personnel duties that may require discussions at the TS/SCI level and to provide escort for their personnel into DIA Sensitive Compartmented Information Facilities.

2.5.4. (U) Security interview: Contractor personnel will consent to a security interview.

2.5.5. (U) Polygraph: Contractor Personnel may be subject to a polygraph examination and subject interview at any point during employment under this contract, as a condition of employment, and are subject to periodic counterintelligence polygraph examinations while assigned to this contract.

2.5.6. (U) Non-Disclosure Agreement: Contractor Personnel with security clearances shall be required to sign an SF 312, Classified Information Non-Disclosure Agreement, depending upon mission requirements.

2.5.7. (U) Travel Restrictions: Contractor Personnel shall be prohibited from unaccompanied travel for personal/unofficial reasons in the theater of operations. With advance Government consent and accompanied by a Government representative, Contractor personnel may conduct short social meetings with local associates who share an affinity with the Contract Person.

2.6. (U) MEDICAL REQUIREMENTS: The Contractor shall ensure that in general, Contractor Personnel are physically capable and in good health without chronic medical conditions which require frequent monitoring/contact with medical professionals. Contractor Personnel must meet US military standards for deployment to the U.S. Central Command (CENTCOM) Theater of Operation.

2.6.1. (U) Immunization Requirement: The Contractor shall be responsible for and shall ensure that all Contract Personnel under this contract have the required vaccinations or immunizations for the deployment area, and at their assigned work areas. The Government will provide required immunizations during the pre-deployment process. Deployable Contractor Personnel must be willing to receive Anthrax, Smallpox and other vaccines as required.

2.6.2. (U) Medical Insurance: The Contractor shall provide all necessary medical insurance to cover all the medical needs of Contractor Personnel assigned to this contract. The Contractor hereby relieves the Government of all liabilities for medical expenses and payments incurred during and after termination of the contract.

2.6.3. (U) Medically Unable to Perform: In the event that a Deployable Contractor Personnel is unable to perform their duties due to illness or other medical reasons, the Contractor is responsible for providing a suitable replacement. The Contractor shall provide a qualified replacement possessing the same skills, clearance, and knowledge as their predecessor.

2.6.4. (U) Sufficient Quantities of Medicine: The Contractor shall be responsible to ensure that Contractor Personnel who are taking medications have sufficient quantities of their medicine to last for the duration of their stay in the deployment area of operation.

2.6.5. (U) Pre-Deployment Medical Examination: The Contractor shall provide an initial medical screening of all proposed candidates, prior to nomination for this effort. All Contractor Personnel assigned to work under this contract shall be subject to a pre-deployment medical examination which will be provided by the Government during the pre-deployment processing to ensure Contractor Personnel meet US military standards for deployment. If pre-deployment medical screening is not available through the Government or equivalent process, the Contractor must provide equivalent certification of medical fitness for deployment. Any additional medical examinations or follow-on appointments identified by the pre-deployment medical screening shall be the responsibility of the Contractor.

3. (U) QUALITY ASSURANCE: The US Government will evaluate the contractor's performance under this contract based on reports provided by its field inspectors and/or quality assurance personnel assigned to this contract. The Government will inform the Contractor of its findings, especially negative ones, for the Contractor to respond or to take necessary corrective actions.

3.1. (U) INSPECTION AND ACCEPTANCE: The Contractor shall conform to the requirements of the SOW and will be measured by Government's evaluation of tasks completed against the following criteria:

- a. (U) Adherence to the requirements of the SOW;
- b. (U) Accuracy, clarity and timeliness of the documents provided by Contracted Personnel;
- c. (U) Willingness and responsiveness to accomplish the task at hand.

3.2. (U) **QUALITY CONTROL:** The Contractor shall implement a complete quality control program that identifies potential and actual problem areas in providing requirements of the contract as specified, and the results of corrective actions taken throughout the life of the contract. The Contractor shall provide a Quality Control Plan (QCP) within 14 days of contract award. The basic tenet of the plan is that the Contractor is responsible for quality. All methods, procedures and forms shall support this concept.

3.3. (U) **PERFORMANCE EVALUATION MEETINGS:** Meetings shall be held whenever deemed necessary by the CO to review Contractor performance or resolve reported deficiencies in performance. The Contractor may also request the CO for a meeting when he or she believes such a meeting is necessary in resolving contract problems or issues occurring during the course of the contract.

4. (U) **TRANSPORTATION:**

4.1. (U) **AIRLIFT:** Contractor Personnel will use military airlift when and where available, coordinated through COR/PM as applicable. In cases in which the Government is unable to provide the military airlift or government-charter, the Contractor, with the approval of the COR/PM, shall obtain and provide transportation for its Contract Personnel. All travel to and from the US to theater must be coordinated and approved by the Government. If such costs are incurred by the Contractor for the transportation requirements, the costs will be reimbursed by the Government. The Contractor must closely coordinate with the COR/PM to determine which of these transportation requirements it must provide. Travel will be at the standard commercial coach rate. Per Diem and other authorized expenses to be reimbursed by the government shall be pursuant to and shall not exceed the authorized rates in the Joint Travel Regulation (JTR).

4.2. (U) **TRAVEL REIMBURSEMENT:** Only those transportation costs incurred by the Contractor for contracted personnel actually assigned and working under this contract for purposes of providing Linguist services and On-Site Management will be paid or reimbursed. Such transportation costs incurred will be reimbursed at actual costs.

5. (U) **GOVERNMENT FURNISHED PROPERTY AND SERVICES:** Except for those specified as contractor-furnished, the Government will provide all the necessary facilities, equipment, materials and logistics required in the performance of services under this contract at the area of operations or work sites, IAW theater policies.

5.1. (U) **GOVERNMENT FURNISHED PROPERTY:** The Government will furnish the following property:

- a. (U) All administrative and office equipment and supplies (i.e. desks, tables, chairs, file cabinets, pencils, paper, computer software, etc.) based upon availability at each location. Special requirements will be coordinated with the COR/PM and will be made available to the Contractor, when and if feasible.
- b. (U) All communications equipment/capabilities including telephone services, and facsimile services if available. This equipment and service will be for official calls to the COR/PM, and their alternates, if any.
- c. (U) Personal Identification, including identification tags (dog tags) and Geneva Conventions Card for Deployable Contract Personnel.
- d. (U) All tactical equipment for use at the pre-deployment training and in Theater, including TA-50, ACUs (if available), and eye glass frame inserts for use with chemical masks. All non standard property, including civilian items procured by Government and any accountable items, must be returned to the Government once OCONUS deployment is complete. Including but not limited to CAC card, Official Passport, Security Badges

5.2 (U) GOVERNMENT FURNISHED SERVICES: The Government will provide the following services:

5.2.1. (U) Billeting: The Government will provide billeting for Contractor Personnel during pre-deployment processing and at deployment locations. Due to unique security requirements, the Government may establish a residential security program for the appropriate selection and security of housing for Contractor Personnel. All Contractor Personnel will be required to live on the US installation or compound. Failure to follow these Force Protection directives will result in removal from the contract by the CO.

5.2.2. (U) Medical Services: The Government will provide a pre-deployment medical examination and required immunizations during pre-deployment processing. The Government will provide emergency medical services in Theater, in accordance with DFARS 252.225-7040 (MAR 2008)(c)(2)(i)(ii)(iii). Costs for any non-emergency medical services provided by the Government shall be borne by the Contractor.

5.2.3. (U) Training: The Government will provide all training during the pre-deployment process.

5.2.4. (U) Operation Support: The Government will provide operational support. Reference Annex I.

6. (U) CONTRACTOR FURNISHED PROPERTY AND SERVICES: The Contractor shall provide the following property and services under this contract, as follow:

- a. (U) All personnel, management and supervision, including recruitment, employment, additional medical/health examinations, health/medical/life insurance;
- b. (U) Quality control;
- c. (U) Accounting, bookkeeping and reporting of costs incurred for this contract
- d. (U) Record-keeping and accounting for government-furnished properties;

- e. (U) Acquisition or purchase of items which the Government is unable to provide (as coordinated with the COR/PM and approved by the CO).

6.1. (U) **Medical/Health Examination/Test:** The Contractor shall provide an initial medical screening of all proposed candidates, prior to nomination on this contract. Any additional medical examinations or follow-on appointments identified by the pre-deployment medical screening shall be the responsibility of the Contractor. The Contractor shall submit a written summary of the medical examination results to the COR/PM prior to deployment of individuals. The Contractor shall be responsible for all routine medical and dental treatment in theater. Only emergency medical treatment will be provided by the Government.

6.2. (U) **Contract Manager:** The contractor shall maintain a Contract Manager as a part of the contract management plan. The Contract Manager shall be available to the CO, COR/PM during normal duty hours and shall be on-call during all other times to deal with any issues that may arise with this SOW and Contractor Personnel.

6.3. (U) **Contract Personnel:** Who are willing to live and work in an area designated by the U.S. Government as an Imminent Danger Zone or Hostile Fire Zone. The performance of Contractor Services under these conditions does not entitle Contract Personnel to collect additional compensation. All Contractor Personnel shall be aware of and available to meet, the requirement to perform services in any location deemed necessary as required in the SOW.

6.4. (U) **Meals:** The Contractor will provide meals to Contractor Personnel when Government-provided meals are not available.

6.5. (U) **Pre-deployment Documentation:** The Contractor shall provide relevant personnel information to the Government to include the following documents prior to deployment:

- a. DD Form 93, Emergency Data
- b. Copy of pre-deployment checklist
- c. Copy TA-50 hand receipt
- d. Copy of Medical/ Shot Record
- e. Copy of CAC
- f. Copy of official passport
- g. Copy of visas
- h. SF 86

6.6. (U) **Security Clearances:** The Contractor shall nominate and process all Contractor Personnel for adjudication of security clearances at no cost to the Government. Contractor Personnel must possess, at a minimum, the clearance stated in paragraph 2.5. The Contract Manager shall possess, at a minimum, a TOP SECRET clearance with SSBI.

7. (U) **DISCLOSURE OF INFORMATION:** Performance under this contract may require the Contractor to access data and information sensitive to a government agency, another government contractor, or of such nature that its dissemination or use other than as specified in this work statement would be adverse to the interests of the Government or others. Neither the Contractor, nor contract personnel shall divulge or release information developed or obtained in the course of contract performance, except to authorize U. S. Government personnel or upon written approval of the CO. The Contractor shall not use, disclose or reproduce any sensitive information that bears restrictive legend, other than as specified in this work statement. Any question on the release of information or doubt of a person's authority requesting the information shall be addressed to or reported to the CO or the COR/PM. Contractor Personnel will be required to execute SF 312, Non-Disclosure Agreement as a condition of employment.

7.1. (U) The Contractor shall direct to the CO, COR/PM all inquiries, comments, or complaints arising from matters observed, experienced, or learned as a result of, or in connection with the performance of this contract, the resolution of which may require dissemination of official information.

7.2. (U) The information listed below may be disclosed in proposals to United States Government Agencies in response to requests for past performance assessments:

- a. Contract Number
- b. Contract Type
- c. Award Date
- d. Government Contracting Activity
- e. Original Contract
- f. Value Period of Performance
- g. Program Title
- h. Contract Effort Description
- i. Place of Performance
- j. Points of Contact

7.3. (U) The Contractor shall not release any information (including photographs, files, public announcements, statements, denials or confirmations) on any part of the subject matter of this contract any phase of any program or regarding individuals without the prior written approval of the CO

7.4. (U) The Contractor will not be required to maintain or store classified information.

8. (U) **DELIVERABLES AND REPORTING REQUIREMENTS:**

8.1. (U) **PERSONNEL:** The Contractor shall ensure Contracted Personnel are willing to work in the conditions outlined in this SOW and meet all requirements and standards set forth in this SOW.

8.1.1 (U) **Resumes:** The Contractor shall submit UNCLASSIFIED resumes of key personnel to include the CONUS Program Manager and 7 OCONUS On-Site Managers. The Government reserves the right to review resumes, employee qualifications and linguist test scores prior to acceptance of individuals for

assignment. The COR/PM will work with the Contractor to ensure any references to specific prior work experience contained in these resumes is unclassified. The Contractor shall notify the COR/PM prior to making any changes in individuals as key personnel to this contract, and must demonstrate that the qualifications of the personnel are equal to or better than the qualifications of personnel being replaced. These changes in personnel shall have the approval of the COR/PM or designee. Additionally, all contractor personnel will bring soft and/or hard copy of their resume to the theater. Their resumes will help the local commander ascertain where personnel may be assigned in the various organizations being supported.

8.2. (U) **MONTHLY REPORTS:** The Contractor shall submit a monthly Status Report, by the 5th of each month, providing an updated listing of all contract personnel and their places of assignment. This report shall include the start date of the deployment, break in the number of days served (including the reasons for break of service), travel records, if any for the listed personnel, in case the Contractor Personnel performed services outside of his /her area. The listing shall be by area and unit assigned and by category of Contractor Personnel. The monthly report will contain the financial status of the contract; funds expended, projected costs. The monthly report shall also provide highlights or areas of concerns or problems in the contract, if any. The report shall be submitted to the CO and the COR/PM.

9. (U) **CONSTRAINTS:** Contractor Personnel will not be allowed to participate in any budgetary/financial-related nor government personnel-related performance evaluation activity. Contractor Personnel will not represent the interest of the United States Government, conduct negotiations, direct operations, issue requirements, nor perform supervisory duties of government personnel.

10. (U) **INVOICING:** Invoices shall be submitted through the Electronic Invoicing internet website using the procedures described at <http://www.nsa.gov/business/busin00004.cfm>, unless otherwise authorized. Access to the Electronic Invoicing website requires an External Certificate Authority/Interim External Certificate Authority (ECA/IECA) PKI certificate. Information on purchasing an ECA/IECA certificate is available on the internet at: <http://iase.disa.mil/pki/eca/index.html>. Contact the Electronic Commerce office at (410) 854-5445 if you need additional information. After obtaining the ECA/IECA certificate, contact the Electronic Commerce office to obtain an account if one does not currently exist. The Government requests that concurrent "hard copies" of invoices be submitted in addition to the required electronic invoices. Send one (1) each "hard copy" invoice concurrently with your electronic invoice, but to the following addressees:

Contracting Officers Representative
Phyllis Rowe 202-231-7612
Phyllis.rowe@dia.mil

Contracting Officer: Michelle Crecca
703-907-0579, michelle.crecca@dia.mil

10.1. (U) At a minimum, all invoices—whether electronic invoice or hard copy-- must contain the following:

- a) Name and address of the contractor.
- b) Invoice date and invoice number.
- c) Contract, Purchase Order or other authorization for supplies delivered or services performed (if award is a delivery or job order, ensure entire contract number - basic award and order number - is included)
- d) Description, quantities and prices must be described exactly as shown on the contract, including Line Item and Accounting Classification Reference Number (ACRN) if delineated in the contract.
- e) Name of the Contractor official and address to whom payment is to be sent (if other than Electronic Funds Transfer is authorized.)
- f) Shipping/payment terms (date of shipment, address, discount for prompt payment)
- g) Name, title, phone number and mailing address of person to be notified in the event of a defective invoice.
- h) Taxpayer Identification Number (TIN), Electronic Funds Transfer (EFT) banking information, and DUNS number.
- i) COR name.
- j) Labor will be individually based on actual labor provided. Firm Fixed Price ODC's will be invoiced monthly for each period of performance.
- k) Any other information or documentation required by the contract.

10.2. (U) The contractor is authorized to invoice monthly. Labor will be individually based on actual labor provided. Firm Fixed Price ODC's will be invoiced monthly for each period of performance.

10.3. (U) The Contracting Officer's Representative (COR) is required to review and approve invoices as part of the payment process. When invoicing electronically, the identified COR will automatically receive notification of a pending invoice. If a concurrent hardcopy invoicing has been authorized, prominently mark all transmittals or envelopes that contain invoice copies "DUPLICATE INVOICE ENCLOSED" for CORs in order to ensure timely payment.

10.4. (U) Note: Payment approvals under cost reimbursement type contracts, including time and materials/labor hour contracts, are considered provisional invoice approvals until DCAA or other cognizant government audit authority has determined that the costs and fees under the contract are valid and allowable.

10.5. (U) Questions regarding payment shall be directed to the Finance and Accounting Office at (410) 854-7657.

11. (U) **PERIOD OF PERFORMANCE:** The period of performance for this contract is 5 years. A one-year base period and eight (8) six month option periods.

12. (U) **KEY GOVERNMENT PERSONNEL:** The CO for the contract will be Michelle Crecca AE-2D (703) 907-0579. The COR for this contract is Mr. John Manclark DHG-4B (202) 231-7617.

Number of Personnel Required: 50 Total

Iraq

Language Required	Total Linguists	Above Normal Physical Activity
Iraqi Arabic	15	2
Kurdish Sorani	5	
Kurdish Bahdinani	2	
Persian Farsi	3	2

25

Afghanistan

Language Required	Total Linguists	Above Normal Physical Activity
Pashto/Dari/Urdu/Farsi	4	4
Waziri Pashto	2	2
Pashto/Farsi	4	4
Pashto/Farsi/Dari	2	2
Pashto/Dari	4	
Farsi/Dari	5	
Kabuli/Pashto	2	
Kandahari/Pashto	2	
	25	
Total	50	

1. 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (SEP 2005)

(Reference 12.301)

2. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
<http://www.arnet.gov/far/>

(End of clause)

3. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest after Award (Aug 1996) (31 U.S.C. 3553).
- (2) 5.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)
(Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
- ____ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- ____ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ____ (4) [Reserved]
- ____ (5)
 - ____ (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
 - ____ (ii) Alternate I (Oct 1995) of 52.219-6.
 - ____ (iii) Alternate II (Mar 2004) of 52.219-6.
- ____ (6)
 - ____ (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
 - ____ (ii) Alternate I (Oct 1995) of 52.219-7.
 - ____ (iii) Alternate II (Mar 2004) of 52.219-7.
- XX (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- XX (8) (i) 52.219-9, Small Business Subcontracting Plan (July 2005) (15 U.S.C. 637(d)(4)).
 - ____ (ii) Alternate I (Oct 2001) of 52.219-9.
 - ____ (iii) Alternate II (Oct 2001) of 52.219-9.
- ____ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ____ (10)

- _____ (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323)
(if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- _____ (ii) Alternate I (June 2003) of 52.219-23.
- _____ (11) 52.219-25, Small Disadvantaged Business Participation Program- Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- _____ (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- _____ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- XX (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- XX (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- XX (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- XX (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- XX (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- XX (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- XX (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- XX (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (22)
- _____ (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- _____ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- _____ (23) 52.225-1, Buy American Act-Supplies (June 2003)(41 U.S.C. 10a-10d).
- (24)
- _____ (i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (Jan 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- _____ (ii) Alternate I (Jan 2004) of 52.225-3.
- _____ (iii) Alternate II (Jan 2004) of 52.225-3.
- XX (25) 52.225-5, Trade Agreements (Jan 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- XX (26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- _____ (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).
- _____ (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
- _____ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX (31) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

XX (32) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

XX (33) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

XX (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(35)

____ (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

____ (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor

Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241 (b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

4. 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

5. 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years 6 months.

(End of Clause)

6. RESERVED

7. 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

8. 52.999-4031 SECURITY REQUIREMENTS

a. The Contractor shall maintain and administer a security program in accordance with Industrial Security Manual DoD 5220.22M and DIA Manual 50-5. Copies of these documents are available for review in the office of the Contracting Officer.

b. Loss or suspension of required security clearance as set forth on the DD Form 254, "Contract Security Classification Specifications," would result in contractor's inability to perform in accordance with the terms and conditions of this contract. As a result of this failure to perform, the contractor is subject to default under the appropriate termination clause herein.

c. The Government reserves the right to direct any contractor employee to be removed from performance, direct or indirect, whenever there is probable cause to believe, on the basis of all facts available, that such action is warranted in the interest of national security, whether or not the cause is deemed of sufficient severity to warrant action to terminate the Contractor's or individual's security clearance. The Government also reserves the right to direct any contractor employee to be removed from performance, direct or indirect, for the period of time necessary to conduct any investigation of alleged misconduct which may in the opinion of the Contracting Officer jeopardize the security of the project.

d. Military security requirements in the performance of this contract shall be maintained in accordance with the DD Form 254 listed in Section J. The highest classification involved in the performance of this contract is Top Secret

This contract document is unclassified.

e. The contractor will not use any electrical information processing equipment in his possession for the purpose of processing or transmitting classified information under this contract without the written permission of the Contracting Officer.

(End of clause)

9. 52.999-4042 CHANGE IN KEY PERSONNEL

The contractor shall notify the Contracting Officer prior to making any change in the individuals identified in the proposal as key personnel assigned to this contract. The contractor must demonstrate that the qualifications of the prospective personnel are equal to, or better than, the qualifications of the person.

(End of clause)

10. 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

(a) Definitions. As used in this clause - "Commercially available off-the-shelf (COTS) item"—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is

sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1

(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) All new employees.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JAN 2009)

(a) *Definitions.* As used in this clause—

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

“Designated operational area” means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

“Law of war” means that part of international law that regulates the conduct of armed hostilities.

The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

"Subordinate joint force commander" means a sub-unified commander or joint task force commander.

(b) *General.*

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in—

- (i) Contingency operations;
- (ii) Humanitarian or peacekeeping operations; or
- (iii) Other military operations or military exercises, when designated by the Combatant

Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in their contract or with their job description and terms of employment.

(iii) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.*

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

- (A) The Contractor cannot obtain effective security services;
- (B) Effective security services are unavailable at a reasonable cost; or
- (C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor

personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(4) Contractor personnel must have a letter of authorization issued by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) Compliance with laws and regulations.

(1) The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

- (i) United States, host country, and third country national laws;
- (ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;
- (iii) United States regulations, directives, instructions, policies, and procedures; and
- (iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(e) Pre-deployment requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

- (i) All required security and background checks are complete and acceptable.
- (ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All personnel have received personal security training. At a minimum, the training shall—

- (A) Cover safety and security issues facing employees overseas;
- (B) Identify safety and security contingency planning activities; and
- (C) Identify ways to utilize safety and security personnel and other resources

appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract,

in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the

Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, *et seq.*);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(f) *Processing and departure points.* Deployed Contractor personnel shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) *Personnel data.*

(1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain the data.

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(h) *Contractor personnel.*

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall—

- (i) Identify all personnel who are subject to military mobilization;
- (ii) Detail how the position would be filled if the individual were mobilized; and
- (iii) Identify all personnel who occupy a position that the Contracting Officer has

designated as mission essential.

(3) Contractor personnel shall report to the Combatant Commander or a designee, or through other channels such as the military police, a judge advocate, or an inspector general, any suspected or alleged conduct for which there is credible information that such conduct—

- (i) Constitutes violation of the law of war; or
- (ii) Occurred during any other military operations and would constitute a violation of the

law of war if it occurred during an armed conflict.

(i) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must—

- (i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and
- (ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons—

(i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The [Contracting Officer to specify the appropriate individual, e.g., Contracting Officer's Representative, Regional Security Officer] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

- (i) Are adequately trained to carry and use them—
 - (A) Safely;
 - (B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and
 - (C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;
- (ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and
- (iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) *Purchase of scarce goods and services.* If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) *Evacuation.*

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) *Next of kin notification and personnel recovery.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(o) *Mortuary affairs.* Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S.

Armed Forces deployed outside the United States in—

- (1) Contingency operations;
- (2) Humanitarian or peacekeeping operations; or
- (3) Other military operations or military exercises, when designated by the Combatant Commander.

(End of clause)

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION				1. CLEARANCE AND SAFEGUARDING	
<i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				a. FACILITY CLEARANCE REQUIRED Top Secret	
				b. LEVEL OF SAFEGUARDING REQUIRED None	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)				3. THIS SPECIFICATION IS: (X and complete as applicable)	
a. PRIME CONTRACT NUMBER HHM402-09-F-0658		X		a. ORIGINAL (Complete date in all cases) Date (YYYYMMDD) 20090925	
b. SUBCONTRACT NUMBER				b. REVISED (Supersedes all previous specs) REVISION NO. Date (YYYYMMDD)	
X c. SOLICITATION OR OTHER NUMBER PR 211/0049A/09		DUE Date (YYYYMMDD)		c. FINAL (Complete Item 5 in all cases) Date (YYYYMMDD)	
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.					
5. IS THIS A FINAL DD Form 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____.					
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)					
a. NAME, ADDRESS, AND ZIP CODE SOS International Ltd. 1900 Campus Commons Drive, Suite 250 Reston, VA 20191		b. CAGE CODE 48XC4		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) Defense Security Service 14428 Albemarle Point Place, Suite 140 Chantilly, VA 20151 (703) 428-0018	
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE N/A		b. CAGE CODE N/A		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) N/A	
8. ACTUAL PERFORMANCE					
a. LOCATION See Block 13		b. CAGE CODE N/A		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) N/A	
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT Linguistic Support					
10. THIS CONTRACT WILL REQUIRE ACCESS TO:				11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
	YES	NO		YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		X	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	X	
b. RESTRICTED DATA		X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		X
d. FORMERLY RESTRICTED DATA		X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		X
e. INTELLIGENCE INFORMATION			e. PERFORM SERVICES ONLY	X	
(1) Sensitive Compartmented Information (SCI)	X		f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	X	
(2) Non-SCI	X		g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		X
f. SPECIAL ACCESS INFORMATION		X	h. REQUIRE A COMSEC ACCOUNT		X
g. NATO INFORMATION		X	i. HAVE TEMPEST REQUIREMENTS		X
h. FOREIGN GOVERNMENT INFORMATION		X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	X	
i. LIMITED DISSEMINATION INFORMATION		X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		X
j. FOR OFFICIAL USE ONLY INFORMATION	X		l. OTHER (Specify) Precontract Award access to classified is not required. Classified ADP processing will be involved. All provisions of ICD (Intelligence Community Directive) 503 "Policy for Information Technology Systems Security Risk Management, Certification and Accreditation" and DOD Information Technology Security Certifications and Accreditation Process apply.		
k. OTHER (Specify)	X				

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

☐ Direct

☒ Through (Specify)

the Contract Monitor / Contracting Officer Representative (CM/COR): Phyllis Rowe (202) 231-7612. NO PUBLIC RELEASE OF SCI IS AUTHORIZED. Requests for other than SCI must be approved through the CM/COR and appropriate channels prior to release.

13. SECURITY GUIDANCE:

The Security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended.

8a./11a. Contract performance and access to classified material is restricted to DIA and/or other U.S. Government-controlled facilities. The using contractor or U.S. Government activity will provide security classification guidance for the performance of this contract.

10e. (1) See attached SCI Release of Intelligence Information for additional security requirements. Access to intelligence information requires SCI indoctrination and a final Top Secret U.S. Government clearance. Contractor will require access DCID 6/6 "Security Controls on the Dissemination of Intelligence Information," and DCID 6/1 "Security Policy for SCI and Security Policy Manual." For SCI Requirements: The contractor must provide individuals who are able to achieve and maintain the adjudicative standards set forth in the Intelligence Community Directive (ICD) Number 704 "Personnel Security Standards And Procedures Governing Eligibility For Access To Sensitive Compartmented Information And Other Controlled Access Program Information," for continued employment. As a further enhancement of security measures, for the protection of classified information, the Contractor agrees to permit necessary polygraph interviews on Contractor personnel having access to National Security Information (NSI) under this contract. It is understood that the polygraph interview will be limited to counterintelligence issues.

10e. (2) See attached Non-SCI Release of Intelligence Information for additional security requirements. Contractor will require access to DCID 6/5 "Policy for the Protection of Certain non-SCI Sources and Methods Information (SAMI)." For Non-SCI Requirements: Top-Secret: All contractor personnel assigned under this contract must possess a current Top Secret security clearance. Personnel are required to sign a non-disclosure statement. DIA Security Office will provide personnel security guidance for the performance of this contract. As a further enhancement of security measures, for the protection of classified information, the Contractor agrees to permit necessary polygraph interviews on Contractor personnel having access to National Security Information (NSI) under this contract. It is understood that the polygraph interview will be limited to counterintelligence issues.

10j. FOR OFFICIAL USE ONLY INFORMATION (FOUO): The Contractor is authorized and may have access to UNCLASSIFIED information/material identified as "For Official Use Only" (FOUO). The contractor is prohibited from further disclosure/dissemination of this information without the expressed written authorization of DIA. FOUO information provided under this contract shall be safeguarded as specified in DoD 5200.1-R "Information Security Program, January 1997", and may be supplemented by DIA. In addition, contractors or subcontractors must obtain written approval from the DIA CO/COR/COTR or DIA Office for Congressional and Public Affairs (CP) prior to posting any unclassified information that was provided to them by DIA on any Web site or the Internet. This will also apply to any acknowledgement of association between the contractor/subcontractor and DIA.

10k. Before an employee departs, the contractor will ensure the employee goes through DIA SSO to be debriefed and return all badges to Personnel Security. Failure on the part of the contractor for not ensuring their employee is properly debriefed will result in a security violation against the company.

All classified visit requests by contractors shall be forwarded to the COR for approval and need-to-know certification before being sent to the facility to be visited.

The COR must be notified and approve the receipt and/or generation of classified information under this contract.

See Block 13 Continuation

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract.

☒ Yes

☐ No

(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use item 13 if additional space is needed.)

Access to intelligence information requires a special briefing and a final U.S. Government clearance at appropriate level for access. Foreign nationals are prohibited from access to any classified information. Prior approval of Contracting Officer is required for subcontracting coordination through the COR, Phyllis Rowe (202) 231-7612.

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office.

☒ Yes

☐ No

(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use item 13 if additional space is needed.)

DIA has exclusive security responsibility for all SCI classified material released to or developed under this contract. DSS is relieved of security inspection responsibility for all such material. DSS retains oversight/inspection responsibilities for facility clearance requirements and collateral information outside of DIA facilities.

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

Leo Cole

b. TITLE

Senior Security Officer

c. TELEPHONE

(703) 907-0953

d. ADDRESS (Include Zip Code)

DIA/DAC-2 (Industrial Security Program)
3100 Clarendon Blvd.
Arlington, VA 22201-5300

17. REQUIRED DISTRIBUTION

☒

a. CONTRACTOR

☐

b. SUBCONTRACTOR

☒

c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR

☐

d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION

☒

e. ADMINISTRATION CONTRACTING OFFICER

☐

f. OTHERS AS NECESSARY:

e. SIGNATURE

Block 13 Continuation

Contract #: HHM402-09-F-0658

All classified information received and/or generated under this contract is the property of the U.S. Government regardless of proprietary claims. Upon completion or termination of this contract, the U.S. Government will be contacted for destruction or disposition instructions.

11e. Contract is for linguistic support services. Actual knowledge of classified information is required for performance of this contract. Cleared personnel are required to perform this service because access to classified information cannot be precluded. The contractor is not authorized to release classified information to any activity or person, including sub-contractors, without the government contracting officer's representative written approval. Only with the express permission of the government's contracting officer's representative may the contractor reproduce any classified information/material. All requirements for control and accounting for original documentation and copies apply.

11f. Contractor and its subcontractors, when performing or traveling outside the United States under this contract shall:

- a. Affiliate with the Overseas Security Advisory Council, if the contractor or subcontractor is a U.S. entity;
- b. Ensure personnel who are in-country on a non-transitory basis, register with the U.S. Embassy, and that contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- c. Provide all personnel with antiterrorism/force protection awareness information commensurate with which the DoD provides to its military and civilian personnel, to the extent such information can be made available prior to travel outside the United States.
- d. Obtain and comply with the most current antiterrorism/force protection guidance for contractor personnel.
- e. Overseas places of performance are expected to include: Iraq, Afghanistan and other places as determined by need.

11j. OPSEC requirements apply. The contractor will reference & comply with DoD 5205.2 "DoD Operations Security Program," for guidance on operations security (OPSEC) requirements, plus any additional supplements that may be added by DIA on a case-by-case basis.

11i. Contractors shall provide all cleared employees with security training and briefings commensurate with their involvement with classified information. The contractor shall provide all cleared employees with some form of security education and training at least annually. Refresher training shall reinforce the information provided during the initial security briefing and shall keep cleared employees informed of appropriate changes in security regulations. Contractors shall maintain records about the programs offered and employee participation in them. Contractors may obtain defensive security, threat awareness, and other education and training information and material from their CSA or other sources.

**Contract Expiration Date: 30 SEP 2010 [Option Year 1: 30 SEP 2011][Option Year 2: 30 SEP 2012]
[Option Year 3: 30 SEP 2013][Option Year 4: 30 SEP 2014]**

Attachment 1

Release of Non-SCI Intelligence Information to DOD Contractors

ATTACHMENT TO DD FORM 254 FOR CONTRACT NO: HHM402-09-F-0658

CONTRACT EXPIRATION DATE: 30 SEP 2010 [Option Year 1: 30 SEP 2011][Option Year 2: 30 SEP 2012]
[Option Year 3: 30 SEP 2013][Option Year 4: 30 SEP 2014]

1. Requirements for access to non-SCI:

- a. Any collateral classified and/or proprietary sensitive information obtained by contractors on behalf of DIA's mission, will only be discussed or processed in facilities approved by DIA leadership. At no time, will such information be discussed or shared with unauthorized contractors. All DIA contractor employees will be required to sign a DIA Non-Disclosure Agreement stating the same.
- b. All intelligence material released to the contractor remains the property of the US Government and may be withdrawn at any time. Contractors must maintain accountability for all classified intelligence released into their custody.
- c. The contractor must not reproduce intelligence material without the written permission of the originating agency through the contracting officer's representative (COR). If permission is granted, each copy shall be controlled in the same manner as the original.
- d. The contractor must not destroy any intelligence material without advance approval or as specified by the contracting officer's representative (COR). (EXCEPTION: Classified waste shall be destroyed as soon as practicable in accordance with the provisions of the Industrial Security Program).
- e. The contractor must restrict access to only those individuals who possess the necessary security clearance and who are actually providing services under the contract with a valid need to know. Further dissemination to other contractors, subcontractors, other government agencies, private individuals or organizations is prohibited unless authorized in writing by the originating agency through the COR.
- f. The contractor must ensure each employee having access to intelligence material is fully aware of the special security requirements for this material and shall maintain records in a manner that will permit the contractor to furnish, on demand, the names of individuals who have had access to this material in their custody.
- g. Intelligence material must not be released to foreign nationals or immigrant aliens whether they are consultants, US contractors, or employees of the contractor and regardless of the level of their security clearance, except with advance written permission from the originator. Requests for release to foreign nationals shall be initially forwarded to the contracting officer's representative and shall include:
 - i. A copy of the proposed disclosure.
 - ii. Full justification reflecting the benefits to US interests.
 - iii. Name, nationality, particulars of clearance, and current access authorization of each proposed foreign national recipient.
- h. Upon completion or termination of the classified contract, or sooner when the purpose of the release has been served, the contractor will return all classified intelligence (furnished or generated) to the source from which received unless retention or other disposition instructions (see DCID 6/1) are authorized in writing by the COR, and a Final DD254 is generated.
- i. The contractor must designate an individual who is working on the contract as custodian. The designated custodian shall be responsible for receipting and accounting for all classified intelligence material received under this contract. This does not mean that the custodian must personally sign for all classified material. The inner wrapper of all classified material dispatched should be marked for the attention of a designated custodian and must not be opened by anyone not working directly on the contract.

- j. Within 30 days after the final product is received and accepted by the procuring agency, classified intelligence materials released to or generated by the contractor, must be returned to the originating agency through the contracting officer's representative unless written instructions authorizing destruction or retention are issued. Requests to retain material shall be directed to the COR for this contract in writing and must clearly indicate the justification for retention and identity of the specific document to be retained.
 - k. Classification, regarding, or declassification markings of documentation produced by the contractor shall be consistent with that applied to the information or documentation from which the new document was prepared. If a compilation of information or a complete analysis of a subject appears to require a security classification other than that of the source documentation, the contractor shall assign the tentative security classification and request instructions from the contracting officer's representative. Pending final determination, the material shall be safeguarded as required for its assigned or proposed classification, whichever is higher, until the classification is changed or otherwise verified.
2. Intelligence material carries special markings. The following is a list of the authorized control markings of intelligence material:
- a. "Dissemination and Extraction of Information Controlled by Originator (ORCON)." This marking is used, with a security classification, to enable a continuing knowledge and supervision by the originator of the use made of the information involved. This marking may be used on intelligence, which clearly identifies, or would reasonably permit ready identification of an intelligence source or method, which is particularly susceptible to countermeasures that would nullify or measurably reduce its effectiveness. This marking may not be used when an item or information will reasonably be protected by use of other markings specified herein, or by the application of the "need-to-know" principle and the safeguarding procedures of the security classification system.
 - b. "Authorized for Release to (Name of Country(ies)/International Organization)." The above is abbreviated "REL _____." This marking must be used when it is necessary to identify classified intelligence material the US government originator has predetermined to be releasable or has been released through established foreign disclosure channels to the indicated country(ies) or organization.
3. The following procedures govern the use of control markings.
- a. Any recipient desiring to use intelligence in a manner contrary to restrictions established by the control marking set forth above shall obtain the advance permission of the originating agency through the COR. Such permission applies only to the specific purposes agreed to by the originator and does not automatically apply to all recipients. Originators shall ensure that prompt consideration is given to recipients' requests in these regards, with particular attention to reviewing and editing, if necessary, sanitized or paraphrased versions to derive a text suitable for release subject to lesser or no control markings.
 - b. The control marking authorized above shall be shown on the title page, front cover, and other applicable pages of documents, incorporated in the text of electrical communications, shown on graphics, and associated (in full or abbreviated form) with data stored or processed in automatic data processing systems. The control marking also shall be indicated by parenthetical use of the marking abbreviations at the beginning or end of the appropriate portions. If the control marking applies to several or all portions, the document must be marked with a statement to this effect rather than marking each portion individually.
 - c. The control markings shall be individually assigned at the time of preparation of intelligence products and used in conjunction with security classifications and other marking specified by E.O. 12958 and its implementing security directives. The marking shall be carried forward to any new format in which the same information is incorporated including oral and visual presentations.
4. Request for release of intelligence material to a contractor must be prepared by the contracting officer's representative (COR) and submitted to the Senior Intelligence Officer or his designated representative. This should be accomplished as soon as possible after the contract has been awarded. The request will be prepared and accompanied with a letter explaining the requirements and copies of the DD Form 254 and Statement of Work.
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Attachment 2

**RELEASE OF SENSITIVE COMPARTMENTED INFORMATION (SCI) INTELLIGENCE
INFORMATION TO US CONTRACTORS**

ATTACHMENT TO DD FORM 254 FOR CONTRACT NO: HHM402-09-F-0658

NUMBER OF SCI BILLETS AUTHORIZED: As Required

**CONTRACT EXPIRATION DATE: 30 SEP 2010 [Option Year 1: 30 SEP 2011][Option Year 2: 30 SEP 2012]
[Option Year 3: 30 SEP 2013][Option Year 4: 30 SEP 2014]**

The Director, DIA has exclusive security responsibility for all Sensitive Compartmented Information (SCI); classified material released to or developed under the contract and held within the Contractor SCI Facility (SCIF). DoD 5105.21-M-1, (SCI Administrative Security Manual), DCID 6/1, DCID 6/3, DCID 6/4, DCID 6/6, DCID 6/7, DCID 6/9, National Industrial Security Program Operating Manual (NISPOM), DoD 5220.22-R (Department of Defense Industrial Security Program) and will comply with all regulations/manuals/directives stated therein which provide the necessary security & classification guidance for personnel, information, physical, AIS, and technical security measures and is a part of the SCI security specifications for the contract. Inquiries pertaining to SCI classification guidance determination or interpretations shall be directed to the Contracting Officer /Contracting Officer Representative (CO/COR) identified in Block 12 of the attached DD254.

1. Requirements for access to SCI:

- a. All SCI will be handled in accordance with special security requirements, which will be furnished by the designated responsible special security office (SSO).
- b. SCI will not be released to contractor employees without specific release approval of the originator of the material as outlined in governing directives; based on prior approval and certification of "need-to-know" by the designated contractor.
- c. Names of contractor personnel requiring access to SCI will be submitted to the contracting officer's representative (COR) for approval. (The contracting officer's representative is identified in Block 12 of the DD Form 254.) Upon receipt of written approval from the COR, the company security officer will submit request(s) for special background investigations in accordance with the NISPOM, to the Defense Industrial Security Clearance Office (DISCO). A copy of the personnel security questionnaire (SF-86) should be forwarded to the DIA Personnel Security Office.
- d. Inquiries pertaining to classification guidance on SCI will be directed through the CSSO to the responsible COR as indicated on the DD Form 254.
- e. SCI furnished in support of this contract remains the property of the Department of Defense (DoD) department, agency, or command originator. Upon completion or cancellation of the contract, SCI furnished will be returned to the direct custody of the supporting SSO, or destroyed IAW instructions outlined by the COR.
- f. SCI will be stored and maintained only in properly accredited facilities at the U.S. Government's location.
- g. The DIA Security Office will recognize the above noted expiration date as the completion date for the contract. The DIA SCI security office will initiate action to debrief contractor personnel with access to this contract unless extensions or modifications to the contract are received by the DIA SCI security office no later than 30 days after the established completion date.
- h. The contractor is governed by DCID 6/4, 'Personnel Security Standards and Procedures Governing Eligibility for Access to Sensitive Compartmented Information (SCI)' and as may be supplemented by DIA. Although contractor personnel may be eligible for access to SCI or currently possess an SCI personnel security clearance with another non-DIA agency, contractor personnel performing on this contract must be adjudicated by DIA/DAC-3 prior to having access to SCI information retained by DIA, unescorted access to DIA spaces, and receipt of a DIA issued contractor badge. The contractor will identify in writing, contractor personnel assigned to this contract by NAME, SSN, Date of Birth and Place of Birth, and provide this documentation to the CO/COR identified in paragraph 3, above. The CO/COR will forward a copy of this documentation to DIA/DAC-3 for adjudication. This documentation will be marked and protected under the Privacy Act of 1974.
- i. Electronic processing of SCI must be accomplished on equipment accredited in accordance with DoD 5105.21-M-1, DIAM 50-4, DCID 6/3, and the Joint DoDIIS Cryptologic SCI Information Systems Security Standards.

2. The contracting officer's representative (COR) will:

- a. Review the SCI product for contract applicability and determine that the product is required by the contractor to complete contractual obligations. After the COR has reviewed the SCI product(s) for contract applicability and

determined that the product is required by the contractor to complete obligations, the COR must request release from the originator through the Intelligence Division. Originator release authority is required on the product types below:

- i. Documents bearing the control markings of ORCON, PROPIN.
 - ii. GAMMA controlled documents.
 - iii. Any NSA/SPECIAL marked product.
 - iv. All categories as listed in DoD 5105.21-M-1.
- b. Prepare or review contractor billet/access requests to insure satisfactory justification (need-to-know) and completeness of required information.
 - c. Approve and coordinate visits by contractor employees when such visits are conducted as part of the contract effort.
 - d. Maintain records of all SCI material provided to the contractor in support of the contract effort. By 15 January (annually), provide the contractor, for inventory purposes, with a complete list of all documents transferred by contract number, organizational control number, copy number, and document title.
 - e. Determine dissemination of SCI studies or materials originated or developed by the contractor.
 - f. Within 30 days after completion of the contract, provide written disposition instructions for all SCI material furnished to, or generated by, the contractor with an information copy to the supporting SSO.
 - g. Review and forward all contractor requests to process SCI electronically to the accrediting SSO for coordination through appropriate SCI channels.
 - h. Request for release of intelligence material to a contractor must be prepared by the contracting officer's representative (COR) and submitted to the DIA Senior Intelligence Officer or his designated representative. This should be accomplished as soon as possible after the contract has been awarded. A letter explaining the requirement shall be attached to the request along with a copy of the DD Form 254 and the Statement of Work.
3. The contractor will inform the CO/COR and the DIA SCI security office at least 20 working days in advance of any business visits that will involve the passing of access from one location to another. (Note: Emergency exceptions will be handled on a case-by-case basis.) The CO/COR will certify need-to-know and approve passing of clearances by DIA SCI security offices.
 4. SCI with restrictive caveats will be released to the contractor only when the originator's approval has been obtained. All other SCI may be released to the contractor on approval by the CO/COR. The contractor will not release SCI to any personnel without prior approval from the CO/COR.
 5. Transporting of SCI on commercial aircraft is only authorized by an exception waiver issued by the DIA Senior Intelligence Officer (SIO).
 6. The contractor is authorized direct communications with the designated CO/COR and the DIA SCI security office in all matters pertaining to SCI requirements. The CO/COR identified in Block 12 of the DD254 will receive a copy of any correspondence, which may have an impact upon the contractor's ability to perform under this contract.
 7. On receipt of any SCI that impacts the cost of the contract, the contractor will inform the CO/COR, who, in turn, will notify the Contracting Officer/Activity prior to expending additional funds. The DIA SCI security office will receive a copy of this cost modification as well.
 8. Contractors who have TOP SECRET/SCI access may have unescorted access to a government facility, including Government Owned Contractor Operated (GOCO) facilities, and may be permitted to work alone inside the facility without the requirement for the presence of a U.S. Government employed representative provided all PROPIN, ORCON, GAMMA, SIOP, CNWDI, Law Enforcement Sensitive (LES) and other special program materials are secured to preclude contractor access to this material, or a non-disclosure form is signed by the contractor(s) w/ written approval of the originating agency, or if a U.S. Government employee (military or civilian) is on-site at the time.
 9. Electronic processing of SCI must be accomplished on equipment accredited in accordance with DoD 5105.21-M-1, DIAM 50-4, DCID 6/3, and the Joint DoDIIS Cryptologic SCI Information Systems Security Standards.

Security Addendum - Standard
As Applied to Contract
HHM402-09-F-0658
Dated: 25 SEP 2009

1. The name, telephone number, and address of the CO/COR for this contract is: Phyllis Rowe (202) 231-7612.
2. The private use of classified information is not permitted except in furtherance of a lawful and authorized Government purpose.
3. Security briefings will be in accordance with the NISPOM, and/or other appropriate directives, (DoD 5105.21-M-1). In all cases, the employee will be briefed on his/her obligation to safeguard the information. The employee/contractor will be debriefed according to the applicable regulations when the access is terminated and/or no longer has the need-to-know.
4. The Special Security Officer/Contractor Special Security Officer, (SSO/CSSO) will maintain records, by name and title, of all employees and authorized visitors who have access to the classified and/or intelligence material. The SSO/CSSO will confirm that all employees/visitors are appropriately cleared and authorized, prior to gaining access to the material.
5. **ALL MATERIALS GENERATED BY THE CONTRACTOR** (including but not limited to correspondence, drawings, models, mockups, photographs, schematics, status, progress, and special reports) will be classified according to its own content and/or by special instructions issued by the CSA, Contracting Officer or his/her duly appointed representative.
6. Special instructions and controls for the handling, processing, storing, and transmission of classified information and material are provided in the appropriate regulations, manuals, or directive. The documents are identified as follows: DIAM (58-Series Manuals) and DIA Desk Reference Guide to Executive Order 12958.
7. The contractors will not release classified and/or intelligence material to any activity, employee, or other person not directly engaged in providing under this contract unless specific written authorization for such release is received from the CO/COR. This prohibition precludes release without written authority to another contractor or subcontractor, Government agency, private individual, or organization.
8. Unclassified information released or generated under this contract will be restricted in its dissemination to contractor and Government personnel involved in the contract. Release in open literature or exhibition of such information is strictly prohibited without permission of the CO/COR.
9. Intelligence material, whether or not bearing control markings, will not be released to foreign visitors, foreign nationals, or immigrant aliens regardless of their position or level of their security clearance, except with the specific permission of the originating agency.
10. If the contractor is required to utilize any wireless transmitter devices, to include radio frequency (RF) or infrared (IR) to support this contract, the contractor must contact DIA/DAC-2A2 and identify the device(s), the planned use purpose or scope of the devices, respond to requests for additional information concerning such devices, and comply with TEMPEST guidelines identified by DAC-2A2.
11. The contractor will comply with DIA policy, and policy as may be revised, regarding the use of Personal Electronic Devices (PED) within DIA accredited spaces. Should the contractor be within spaces belonging to another agency (host), the contractor will comply with the host requirement. A PED is any electronic device that receives, transmits, stores, processes, records audio/visual, scans, or otherwise is capable of manipulating information in any form. A PED includes but is not limited to cellular telephones, cameras, pocket scanners, voice recorders, pagers, and computers.
12. Classified and/or intelligence related material released to or generated by the contractor may be destroyed locally by the contractor. Such destruction will be in accordance with the applicable regulations: DoD 5105.21-M-1 or Chapter 5, Section 7, NISPOM, utilizing destruction procedures, devices, methods, or equipment approved by the National Security Agency.
13. By virtue of access to SCI and/or intelligence material, contractor employees may have restrictions placed on them for foreign travel in or through designated countries or geographic areas. The contractor shall be responsible for exercising adequate supervision to assure that employees are willing to comply with notification requirements for anticipated and completed foreign travel.
14. Subcontracting this contract or any portion thereof of this contract requires the contractor to sponsor the subcontractor and be approved by the CO/COR. The prime contractor must complete a separate DD 254. Additionally the subcontractor must have

a final facility clearance issued by Defense Security Service (DSS) or other U.S. Government agency authorized to issue equivalent clearances.

15. Contractors are prohibited from having access to "PROPRIETARY INFORMATION" (abbreviated PROPIN or PR), and "DISSEMINATION AND EXTRACTION OF INFORMATION CONTROLLED BY ORIGINATOR" (abbreviated ORCON) unless in compliance with one of the following:

a. The originating agency of the PROPIN and ORCON provides written consent to the accessing contractor, and the accessing contractor agrees in writing with the originating agency not to divulge, use, or otherwise release PROPIN and ORCON. The originating agency of the PROPIN and ORCON is responsible for identifying and marking PROPIN and ORCON. The CO/COR is responsible for identifying marked PROPIN and ORCON information within their control and initiating the request and release documentation between the originating agency owning the PROPIN and ORCON and the accessing contractor. If the originating agency of the PROPIN and ORCON fails to or denies access to the accessing contractor, or if the accessing contractor fails to or does not agree to not to divulge, use, or otherwise release the PROPIN and ORCON, then the CO/COR is responsible for denying PROPIN and ORCON access until the appropriate documentation has been completed. Contractors, who intentionally obtain access to PROPIN and ORCON without the required documentation, may be subject to civil and criminal liabilities and penalties as provided by law. US Government employees who release PROPIN and ORCON, whether intentionally or accidentally to unauthorized contractors, are subject to civil and criminal liabilities and penalties as provided by law, or

b. A US Government employee (military or civilian) is on-site, when contractor access to PROPIN or ORCON is possible or available.

16. The contractor must comply with Foreign Ownership, Control or Influence (FOCI) restrictions and notifications as outlined in the NISPOM.
17. If the contractor identified in DD 254, Block 6a, Block 7a or Block 8a, is identified as a being under FOCI by Defense Security Service (DSS), a favorable National Interest Determination (NID) must be completed as outlined within the NISPOM prior to the contractor being awarded the contract and having access to PROSCRIBED INFORMATION. PROSCRIBED INFORMATION includes COMSEC, Sensitive Compartmented Information, Critical Nuclear Weapons Design Information, Restricted Data, Formerly Restricted Data, TOP SECRET, Special Access Programs, other classified information, and other Executive Branch Departments and Agencies for classified information under the cognizance of such.
18. The contractor may introduce but is not authorized to activate or use any wireless transmission devices within any DIA facilities or any DIA accredited facilities without first receiving written permission from DAC-2A2. Military Departments, Major Commands, Combatant Commands, Senior Intelligence Officers, and local Special Security Officers or Contractor Special Security Officers may require more stringent standards which must be complied with. If the contractor is located within another agency's facility or accredited facility, the contractor will comply with the other agency's policies regarding the introduction, activation or use of any such device. *The Director, National Intelligence (DNI) may by policy, directive or other means, bar the introduction of any wireless transmission device into any SCIF area after the date of this contract. Should this occur the DNI policy will automatically supercede this paragraph and if the wireless device is still required to be introduced into the SCIF area, justification and a waiver request must be submitted to DAC-2A for a determination.*
19. Contractors who anticipate a change of name and/or ownership, must notify the CO/COR in writing upon consideration of the proposed change. Changes may affect facility clearances which may affect continuance of the contract.
20. A security review of this DD Form 254 is required during the different stages of the contract or any revision of this contract. The CO/COR will provide the contractor with applicable changes in security requirement(s) by issuing a revised DD Form 254.

NOTE: CONTRACTORS, PLEASE GO THROUGH YOUR CONTRACT MONITOR/CONTRACTING OFFICER REPRESENTATIVE (CO/COR) PRIOR TO CONTACTING THE OFFICES BELOW.

DIA Points of Contact for Security Issues:

DIA/DAC-2, (703) 907-0953/0332 (Industrial Security Program)

DIA/DAC-2A2, (703) 907-1300 (Accreditation Management Branch)

DIA/DAC-2A3, (703) 907-1365 (Policy & Security Awareness Branch)

DIA/DAC-3A, (703) 907-1311 (Central Clearance Branch)

DIA/SYS-4, (202) 231-8868 (Information System Security)
